CONTRACT #807,

SEE:

CONTRACT #767,

13

807 SEE: Contract 767

CONTRACT # 808,

SEE:

CONTRACT ~~#~~ 804,

808 SEE: Contract 804

CONTRACT #810,

PR 110-B Siletz Bay Sec. 1925-1926

810

CLASS OF SERVICE DESIRED

TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1217A

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

APRIL 21, 1926.

HARTFORD ACCIDENT & INDEMNITY CO.,
SPALDING BLDG.,
PORTLAND, OREGON.

RETEL DATE HAVE NO KNOWLEDGE OF ANY CLAIM AGAINST NEWELL STOP FINAL VOUCHER NOW BEING PREPARED AND FINAL PAYMENT WILL BE MADE IN FEW DAYS

ROY A. KLEIN

Collect

Very truly yours,

J. B. Hungry,
Division Engineer

JBH-MH
cc to Sidney H. Newell
cc Mr. Glasgyer

NOTED
H. B. GLASGYAR

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

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ROY A. KLEIN

Collect

Very truly yours,

J. S. Sawyer,
Division Engineer

JSS-ESH

cc to Sidney H. Newell
cc Mr. Glaisyer

NOTED
H. B. GLAISYER

AN ANSWER IS EXPECTED

WESTERN UNION

WESTERN UNION TELEGRAM

Form 1201

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	NL

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise the character is indicated by the symbol appearing after the check.

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The time at point of origin is the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

...E ST., SALEM, ORE.

82PRM 25 BLUE

PORTLAND ORG 342PM APL 21 26

ROY A KLEIN

270 STATE HIGHWAY ENGINEER SALEM ORG

PLEASE WIRE OUR EXPENSE SPALDING BUIDING PORTLAND IF ANY STOP NOTICES OR CLAIMS PENDING AGAINST SIDNEY H NEWELL CONNECTION CONSTRUCTION SILETZ BAY SECTION ROOSEVELT HIGHWAY

HARTFORD ACCIDENT AND INDEMNITY CO

350PM

ANSWERED
H. B. C.

...requirements. Satisfactory arrangements have been made with Mr. Newell on his claim.

Very truly yours,

J. S. Sawyer,
Division Engineer

JSS-HH

cc to Sidney H. Newell
cc Mr. Glaisyer

NOTED
H. B. GLAISYER

#410 29-110 B

File

Apr. 10,1926

H. W.

Hartford Accident & Indemnity Co.,
Jewett & Barton, Agents,
Lewis Bldg.,
Portland, Oregon

Gentlemen:

At the request of Mr. Sidney H. Newell, contractor for the Siletz Bay Section of the Roosevelt Coast Highway in Lincoln County, state highway contract No. 410, I have to advise that the work has been completed to the satisfaction of the department, and that final estimate will be paid within the next few days.

This final estimate has been held up since the completion of the work on March 3rd, pending Mr. Newell's claim for adjustment. Satisfactory arrangements have been made with Mr. Newell on his claim.

Very truly yours,

J. S. Sawyer,
Division Engineer

JSS-HH
cc to Sidney H. Newell
cc Mr. Glaisyer

NOTED
N. B. GLAISYER

March 26, 1926.

Hartford Accident & Indemnity Company,
450 California Street,
San Francisco, California.

Attention P. A. Butler, Surety Dept.

Gentlemen:

This is to acknowledge your letter of March 24th relative to our contract No. 610, Grading Siletz Bay Section, Sidney H. Newell, contractor.

Please be advised that this contract was completed on March 3rd, 1926. The total amount paid the contractor was $15,077.45.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

by

H. B. Gleimyer,
Chief Clerk.

Dict. by J. McFarland.

#810 -

R M BISSELL, PRESIDENT
CHAS. E. CHASE, CHAIRMAN BOARD OF DIRECTORS

J. COLLINS LEE, SECRETARY
D. J. GLAZIER, SECRETARY-TREASURER
R. C. L. HAMILTON, COMPTROLLER

HARTFORD
ACCIDENT AND INDEMNITY COMPANY
HARTFORD, CONNECTICUT

PLEASE ADDRESS YOUR REPLY TO FIDELITY & SURETY DEPARTMENT
JAMES W. MOYLES, *Superintendent*

PACIFIC DEPARTMENT
JOY LICHTENSTEIN, MANAGER
ADAM GILLILAND, ASSISTANT MANAGER
430 CALIFORNIA STREET

SAN FRANCISCO, CALIF.

March 24, 1926

State Highway Commission,
State of Oregon,
Salem, Oregon.

Gentlemen:- Re: Bond #475089 - Sidney H. Newall
Grading Siletz Bay Section Roosevelt Highway

Under date of June 19, 1925 we executed, as surety, a bond on behalf of Sidney Newall, contractor, in the penalty of $8710.00 covering his contract for the grading of Siletz Bay Section of the Roosevelt Highway.

We now understand that this project has been completed and recently accepted. We would appreciate receiving a letter from your office advising us the date of completion and acceptance, the total amount of the contract, and the extras allowed.

Thanking you for this information, we are

Yours very truly,

P. A. Butler.
Surety Dept.

PAB:cc

Total Paid - $15,077.45
Completed 7-17-3-1926

PQ-1103

Form 30—27501—426—9-25.

NOTED

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date March 13, 1926

Job Name Siletz Bay Section — Week from Mar. 6 to Mar. 13

Highway Roosevelt - Coast — Mail Address Toft, Ore.

County Lincoln — Job Prefix 21 P.C. — Telegraph or Telephone Address

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

One mucking Tuesday today

Estimate on Lupe Section today

Started crew of 13 men Working

and finishing Lupe Section today

March 13th

RECEIVED
MAR 17 1926

(See back of this sheet for instructions and detailed information.)

Signed W. W. Stiffler

Title Res. Engr.

OB-1106

GRADING CONSTRUCTION

Total miles of grading on project 0.69

Miles completed 0.69

Miles completed except finishing 0.69

Miles covered by contractor's forces 0.69

Miles cross-sectioned 0.69

Miles cross-sections completed and checked 0.69

Miles to be remeasured .....

Number men in Engineering Party 2

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 21 P.C. Percentage 25%

Other jobs 21 P.D. Percentage 75%

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

09-1108

October 2, 1925.

Harnischfeger Sales Corporation,
1819 Yeon Building,
Portland, Oregon.

Gentlemen:

Replying to your letter of the 1st inst., we beg to advise that our September 20 monthly estimate shows a total of 22,230 cubic yards of "Embankment in Place" on the Siletz Bay Section of the Roosevelt Coast Highway in Lincoln County. This is the latest record of quantities which we have. We would call your attention to the fact that the yardage on the project is estimated on the basis of embankment in place, and not upon the basis of cubic yards of original excavation.

The estimated total number of yards of embankment to be placed on the project is 67,000.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probst
Office Engineer.

Dict by J. W. DeSousa/AP

HARNISCHFEGER SALES CORPORATION
DISTRIBUTOR FOR
HARNISCHFEGER CORPORATION
SUCCESSOR TO
PAWLING & HARNISCHFEGER CO.

Branch Offices:
NEW YORK PHILADELPHIA
PITTSBURGH CHICAGO
DALLAS SAN FRANCISCO
LOS ANGELES SEATTLE
DETROIT PORTLAND
JACKSONVILLE MEMPHIS
MINNEAPOLIS KANSAS CITY

QUALITY P&H SERVICE

Cable Address:
"PAWLING" MILWAUKEE
LIEBER & ABC CODE
WESTERN UNION CODE

MILWAUKEE, WIS.
38TH & NATIONAL AVES.
Address all business communications to the Company

IN YOUR REPLY REFER TO
PORTLAND OFFICE

1319 YEON BLDG.
PORTLAND, ORE.

October 1, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

With reference highway grade Siletz Bay section of Roosevelt Highway under contract to Mr. S. H. Newell:

As a matter of information with reference to performance of P&H 207 dragline being used on this job, would like to get your estimates of yardage moved to date, also approximate number of yards in this job.

Thanking you in advance for the above data, we remain,

Yours very truly,

HARNISCHFEGER SALES CORPORATION,

By A. J. Crofton
A.J.Crofton.

AJC jks

September 28, 1926

Major R. T. Colner,
Corps of Engineers,
U. S. Engineers, 1st District,
New Post Office Building,
Portland, Oregon.

Attention Mr. F. C. Schubert

Dear Sir:

In compliance with our conversation on September 23 in regard to matters pertaining to application of the State Highway Commission for permit to construct embankment and bridge across the Siletz River and adjacent tide flat in the vicinity of Kernville, Oregon, we are mailing to you today, under separate cover, three blue prints each of the 1" equals 400' map of the Siletz Bay Section, the profile of the Siletz Bay Section, map showing the meander line and exact location of the slough called, I believe Mill Fort Slough by some people, and cross-sections of the same.

Also, enclosed herewith please find a copy of letters from W. W. Stiffler, Resident Engineer in charge of this construction work, and from the Hutchinson Lumber Co., under date of September 18, withdrawing their objection to the filling of the slough.

It would seem that other parties who are objecting to the filling of the slough are not really informed as to the plan of the work. It seems to be a well established fact that this slough has not been used for navigation for a number of years at least, and the objection raised in regard to drainage, we think is amply met and overcome by the fact that we are providing a channel with a flow line grade at approximately minus five feet, which will provide better drainage for the land than now exists in the present slough channel.

Please note the cross-sections that the slough bottom at the highway crossing is at +2 elevation, and up near its upper end at the Kernville mill is at minus 2 elevation, showing the grade of the bottom of the slough adverse to the grade of the Siletz River.

If the navigation question is raised, and is to be considered, we feel that the new channels we dredge will provide better navigable channels than is provided by the natural slough.

Major R. T. Coiner #2 9/22/32

Please feel free to call upon us for any other information, maps, plans, etcetera that you may need.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

J. S. Sawyer
Division Engineer

JSS:AP
Encls.

Sept. 17, 1925

Mr. J. S. Sawyer, Div. Engr.

Salem, Oregon.

Dear Sir,

Am mailing today under seperate cover X Sections of Slough with a map showing where sections were taken.

The residents of Kernville seem to be conserned over a relief opening in the dyke for drainage purposes only.

The Extreme High water elevation shown 13.1 was four(4) years ago, and seems reliable as more than one party spotted the high water marks for me.

The upper 800 feet of the slough has been used for a mill pond by the Saw Mill which Moon & Bricks are interested in, and has been closed to all sorts of navigation for eight (8) years at least. From Jan. 1st, 1918.

You will also see the deck elevation of the present bridge at Kernville is 14.8.

Hoping this supplies the necessary data I am

Very Truly Yours

W. W. Stiffler, Res. Engr.

HUTCHINSON LUMBER CO.

1322 Northwestern Bank Bldg.,
Portland, Oregon,
September 18, 1925.

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

With respect to the filling of a certain slough of the Siletz River concerning which we corresponded with you, we withdraw our objection to the filling of this slough if as you state a connection with the northerly end of the slough will be maintained with the Siletz River by the dredging of the fill for the highway.

We are very loath to interpose any objections which in any way interfere with the highway program. Persons interested in the Siletz River in any way are of course deeply indebted to the construction of the new highway. However, we believe you should give serious consideration to the obstruction of this principal slough and that the connection which you suggest is being now constructed should be put in in such manner that there would be a free flowage of tide water through the slough.

If representations of the Highway Commission are made to the effect that this connection is being constructed and will be maintained and Major Coiner will recognize that the natural flowage of tide water through the new connection is in the future to be maintained as against the desires of private owners to fill it, we will be very glad to withdraw our objection.

You are at liberty to use this letter as you see fit.

Yours very truly,

HUTCHINSON LUMBER CO.

Thomas Hutchinson.

TH:C

FORM 2A 50186 10M-6-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

CC CC 97 1108

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

September 14th, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

ATTENTION: NOTED
State Highway Engineer

Mr. R. A. Klein,
State Highway Engineer.
O f f i c e.

Dear Sir:

Have noted your reply to the Hutchinson Lumber Company in regard to their protest on the closing of the slough on the Siletz Bay Section. Your reply seems to cover the matter very thoroughly and so far as I can see, there is little more we could say to them.

Contractor Newell has not been, and is not being, held up by our holding him out of the slough temporarily until the U. S. Army Engineers' meeting is held on September 23rd, as he has plenty of work ahead of him. Mr. Newell, of course, makes the point that he should be working in the slough during the low tides this month, but it is my opinion that a few inches of tide will not appreciably effect his work, except perhaps to shorten the time available for working off of the slough bottom. His machine, of course, would have to be moved out of the slough for each tide.

Very truly yours,

J. S. Lawrence

Division Engineer.

jss/er

AG 110 B.

September 10, 1925.

Hutchinson Lumber Company,
1522 Northwestern Bank Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of September 8, 1925, relative to conditions at Siletz Bay occasioned by state highway construction at this point. Your information that we propose to fill the slough adjacent to the mainland at the south end is correct, and we made our plans and awarded a contract on that basis. The contractor for this dike section is now on the ground and the work is proceeding rapidly, progressing from the river crossing southward. Our object in filling the slough, of course, was to secure a permanent embankment to avoid continuous maintenance costs which would be necessary on a structure of that nature.

I am wondering if you have been advised as to the full extent of our plan which provides for a dredged borrow pit extending along the easterly or up river side and parallel to the roadway embankment. This borrow pit will give a wider and deeper waterway than the slough affords and I think would be more satisfactory for log storage purposes. Would be glad to have you look over the work which has been done thus far and see if this arrangement would not be as satisfactory as using the present slough connection to the bay. I think it is quite possible that at this date the contractors have not cut through to the bay for the reason that they did not wish to let the tidewater into the borrow pit, but this will be done before the job is completed.

I sincerely hope that such an arrangement will meet your requirements and be a satisfactory solution of this problem, as we wish to avoid the construction of a bridge over the slough with its attendant continuous maintenance cost. Parenthetically, it might be said that we are providing a drawbridge over the main channel with sufficient clearance to accomodate river traffic which may be expected and also extending the bridge far enough over the tideland to provide ample waterway for freshet conditions.

Very truly yours,

State Highway Engineer.

RAK:HI
cc W. S. Sawyer

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

August 22, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #110-B, Siletz Bay section of the Roosevelt Coast Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By F. M. Davis
Acting

Form P. R. 2

State ..... Oregon .....

Project No. 110, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 6th day of July, 1925

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 18th day of July, 1924, a project statement, which was approved by the Secretary on the 4th day of September, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished to said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 25th day of May, 1925, and approved by the Secretary on the 27th day of July, 1925; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of eleven thousand, four hundred ninety-seven and 20/100

dollars ($11,497.20) as the share of the United States payable under said act on account of said project, which does not exceed 62.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State ....from sale of bonds authorized by legislature under Chapter 175, Laws of 1917, and Chap. 31, Laws of 1920,
(Include amount, date, and citation of act of legislature by which authorized)

*(*b*) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department)

*(*c*) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(*d*) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between ....survey station 555+90 about two-thirds of a mile south of Siletz River and survey station 591+00 at the south bank of the Siletz River,

..... terminal points, a distance of ..0.664.. miles, known locally as ..the Siletz Bay Section of the Roosevelt Coast Highway between Otis Bay and Nebo, Lincoln County, being Section B of Oregon Federal Aid Project No. 119 as approved by the Secretary of Agriculture on September 4, 1924.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(d) It is mutually agreed that during the calendar year 1926 a free bridge over the Siletz River at the northerly end of said section not included in such plans and specifications will be constructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary of Agriculture or his authorized agents, and with or without Federal aid.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of Section 3 of eleven thousand, four hundred ninety-seven and 20/100 dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.2% per cent of nineteen thousand, one hundred sixty-two and 00/100 Section 3 of dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county) (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 16,675.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chapter 237,
(Include reference to statute authorizing

Laws of 1917
funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available.)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .. ..

.....

.....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 27th day of July, 1925

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By .....
Chairman, State Highway Commission
(Title of officer.)

By H R Baundrgen
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By W H Mulkey
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

C W Marvin
ACTING *Secretary of Agriculture.*

CWB

EXECUTE AGREEMENTS SEE PROJECT NO. 112 FOR AUTHORITY OF HIGHWAY DEPARTMENT TO

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 555+90 about two-thirds of a mile south of Silets River and survey station 591+00 at the south bank of the Silets River, locally known as the Silets Bay Section of the Roosevelt Coast Highway between Coos Bay and Reho, Lincoln County, being Section B of Oregon Federal Aid Project No. 110 as approved by the Secretary of Agriculture on [redacted] September 6, 1924, and designated in the records of this Department as Section B of Project No. 110, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 19,162.00 as the total estimated cost of Section B of said project, and the sum of $ 11,497.20 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed 60.25 per cent of said total estimated cost.

Done at the city of Washington, this 27th day of July one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4030

AMB

Form 30—27503—4M—3-29.

09 1108

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date July 11, 1935

Job Name Siletz Bay Section — Week from July 4 to July 11th

Mail Address Kernville, Ore.

Highway Roosevelt Coast — Telegraph or Telephone Address —

County Lincoln — Job Prefix 21 P.C. — Express and Freight Address —

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

No action as yet by Contractor

Retraced 1700 ft. ℄ line on the dykes

section and ✕ Sectioned 900 ft. Friday 10th

Balance of week spent on Reversion mar

Thimbleberry. Had to move the 10° curve

I had project and replace with an

S curve consisting of a 12° to

put line farther up hill at S. end

of curve

(See back of this sheet for instructions and detailed information.)

Signed W. H. Griffiths

Title Res. Engr

OG.108

GRADING CONSTRUCTION

Total miles of grading on project 0.67

Miles completed none

Miles completed except finishing "

Miles covered by contractor's forces "

Miles cross-sectioned 0.20

Miles cross-sections completed and checked none

Miles to be remeasured "

Number men in Engineering Party 3

Contractor's average force for week — men,

— teams, — steam shovels

Grading work will be completed about —

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 14 % Percentage

Other jobs 86 % Percentage

Other jobs Percentage

Other jobs Percentage

FG. 110 B

June 25, 1925.

Hartford Accident & Indemnity Company,
c/o Jewett & Benton, Agents,
Portland, Oregon.

Gentlemen:

Attached find a fully executed copy of contract No. 810 awarded to Sidney H. Howell for the construction of 0.67 miles of grading on the Siletz Bay Section of the Roosevelt Coast Highway in Lincoln County. This copy is forwarded to you for your records and files as you appear as surety on the bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

LH

Encl.

June 5, 1925.

FR 110-B

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Siletz Bay Section, Oregon Project No. 110-B.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Bridge Engineer

Dict by J. W. DeHaven/ep

Encls.

Oregon State Highway Department. Project No. 110-A

SILETZ BAY SECTION OF THE ROOSEVELT COAST HIGHWAY

IN LINCOLN COUNTY

(Estimate as basis for Project Agreement. Based on Contract Prices)

Salem, Oregon, June 5, 1935.

87,000 cu.yds	Embankment		.25	$ 17,430.00
	7.6% Engr. & Contg.			1,732.00
				$ 19,162.00

Length of Project 0.664 Mi.
Cost per mile $ 28,858.43

State Funds Available	$ 7,664.80	
Federal Aid Requested	11,497.20	(60%)
	$ 19,162.00	

OQ 1106

May 6th, 1925.

NOTED

State Highway Engineer

The Honorable County Court of Lincoln County,
Toledo, Oregon.

Attention Judge G. W. Jones

Dear Sir:

It is proposed to advertise for the construction of Bridge Fill section across the Siletz Bay at the next meeting of the State Highway Commission, and in order to get this properly started, we enclose herewith a center line description of the Roosevelt Coast Highway across the north half of Section 10 and the northwest quarter of Section 11, T. 8 S., R. 11 W. W. M. Lincoln County, over which it will be necessary to acquire rights of way as soon as possible in order not to hold up the construction work.

We had hoped to be able to give you the description of the entire length from Siletz Bay to Rocky Creek at this time, but some of the line has not been definitely adopted so we are asking that you simply secure the right of way over the section we expect to construct now. The following is the description together with the list of stationing and widths of right of way to be acquired.

"Center line description of Roosevelt Coast Highway across the north half of Section 10 and N. W. 1/4 of Section 11, T. 8 S., R. 11 W. W. M. Lincoln County, Oregon.

Beginning at station 544/95 on the center line of said highway, which point is 2,651 ft. north and 2,654 ft. east of the southwest corner of Section 10, T. 8 S., R. 11 W. W. M., thence N. 40° 40' E. a distance of 241.1 ft.; thence on a curve to the right, having a radius of 955 ft., a distance of 485.3 ft.; thence N. 70° 40' E. a distance of 2,892.4 ft.; thence on a curve to the left, having a radius of 1,146 ft., a distance of 960.7 ft.; thence N. 22° 58' E. a distance of 737.5 ft. to station 598/60 of said highway, which point is 160 ft. north and 1,180 ft. east of the northeast corner of said section 10, T. 8 S., R. 11 W. W. M."

Station	Width L. of C. L.	Width R. of C. L.	Total R/W Width
544/95 to 565	40 ft.	40 ft.	80 ft.
565 to 579	150 ft.	150 ft.	300 ft.

Station	Width L. of Co. L.	Width R. of Co. L.	Total R/W Width
570 to 586	100'	100'	200'
586 to 596	150'	150'	300'
596 to 601	100'	100'	200'
601 to 606/30	30'	30'	60'

We are also sending you today under separate cover blue print maps covering this section for your information and records. We assume that the resolution establishing this road can be passed at your present session of the County Court and the notices to acquire right of way posted at once.

Please acknowledge receipt of this communication and advise what action you have taken.

Yours very truly,

ROY A. KLEIN,
State Highway Engineer.

By

J. S. Sawyer,
Division Engineer.

JSS:EE

CC to Mr. Jay Dumm, Co. Commissioner, Toledo, Oregon.
CC to Mr. Andrew Hunt, Co. Commissioner, Waldport, Oregon.

CC to Mr. T. A. Rice, R. E., Newport, Oregon.

FP-1108

May 6th, 1925.

Mr. W. G. Brown,
Consulting Engineer,
Yeon Bldg.,
Portland, Oregon.

Dear Mr. Brown:

Receipt is acknowledged of your report to Mr. B. A. Klein, State Highway Engineer, on the Siletz Bay Section of the Roosevelt Coast Highway, together with blue print map on which you have sketched your recommendations for right of way widths.

We plan to advertise for the construction of this section at the next meeting of the State Highway Commission and hope to have the plans ready within the next day or two at which time we will send you a set. We enclose herewith the blue print map of right of way sketches for your files. Thanks.

Very truly yours,

J. H. Sawyer,
Division Engineer.

JHS:ER

enclosure

FQ 1103

April 6th, 1925.

Mr. T. A. Rios,
Resident Engineer,
Newport, Oregon.

Dear Sir:

We are planning a possible change of grade line for the Siletz River Crossing to give a clear vertical clearance from high tide of 45 ft. to avoid building a movable span which the Rivers and Harbors engineers will, no doubt, demand if we build upon our present grade line. In order to do this, it will probably be necessary to go back on the completed Forest Service Section some 600 to 1,000 ft. from the north river bank and relocate the line, using the hillside for support as far as possible before we jump the river which will probably necessitate a relocation of Burma line across the Mud Flat to the point.

Will you please arrange to make this survey as soon as possible after completing the right of way staking of the Agate Beach-Newport Section, in order that we may get up comparative bridge estimates. I do not think it will be necessary to locate the line in the field. A good preliminary line with plenty of topog should give us all the information we need.

We are mailing you today under separate cover a blue print of the Dike Section as located now.

Yours truly,

Division Engineer.

JSS:ER

FORM 2A 86870 10M-12-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

09 110 B

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

March 26, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE NO.

Mr. R. A. Klein,
State Highway Engineer,
c/o Imperial Hotel,
Portland, Oregon.

Subject: Preliminary estimate Siletz Bay Section of the Roosevelt Highway.

file

Dear Sir:

Pursuant to your recent request, I hand you herewith a penciled profile of the Tide Flat Section of the Roosevelt Highway at the Siletz River crossing. On this plan, I have included the entire amount of dredge excavation and also some ten thousand yards of side hill work which should be included in this project for the reason that our present plan is to haul on to the tide flat several hundred feet and, thereby, balance our quantities.

It is possible, however, if we see fit to do so by a slight line change, or grade revision, to eliminate side hill work between stations 547 and 583, and substitute, therefore, an additional amount of dredge excavation.

Estimates for both plans are submitted herewith:

PRELIMINARY ESTIMATE OF COST SILETZ RIVER SECTION - 26' Fill-Section
Station 547 to Station 590 - 0.82 miles

Clearing & Grubbing	All necessary			$ 400.00
Common Excavation	3,850 yds.	@	$ 0.40	1,540.00
Intermediate "	3,850 "	@	0.60	2,310.00
Solid Rock "	2,000 "	@	0.90	1,800.00
Dredge "	56,000 "	@	0.20	11,200.00
12" Pipe	70 Ft.	@	2.50	175.00
Relief Openings	4 - 19 Ft. Spans			1,800.00
				$ 19,225.00
			+ 10% - - - - - - - -	1,922.00
			Total - - - - - - - - -	$ 21,147.00

ALTERNATE TO ELIMINATE HAULING SIDE HILL MATERIALS ONTO TIDE FLAT
Sta 553 to 590 — 0.70 Miles

Clearing & Grubbing				- -
Dredge Excavation	60,400 yds.	@	$ 0.20	$ 12,080.00

Relief Opening- $ 1,800.00

$13,880.00
+ 10%- - - - - - - - 1,388.00
Total- - - - - - - -$15,268.00

Yours truly,

J. S. Sawyer,
Division Engineer.

JSS:ER

Ex. 4347

Ex. 1490

O.H. 152

12" Pipe - 24'

12" Pipe - 48'

0.0

N. 41° 40' E.

6°00' C.R.
Δ = 29°00'

T.S. 6+11.7 P.C.

547

550

350 Com Ex
50 Int Ex
00 SR Ex

Em. 1430

Ex. 875

Em. 875

200 C.Y. Sta

Em. 4347

Bor. Ex. 8245

Em. 6871

12" Pipe-42'
16.50

-0.20

1394 R.P.

51

4 - 19' SPANS

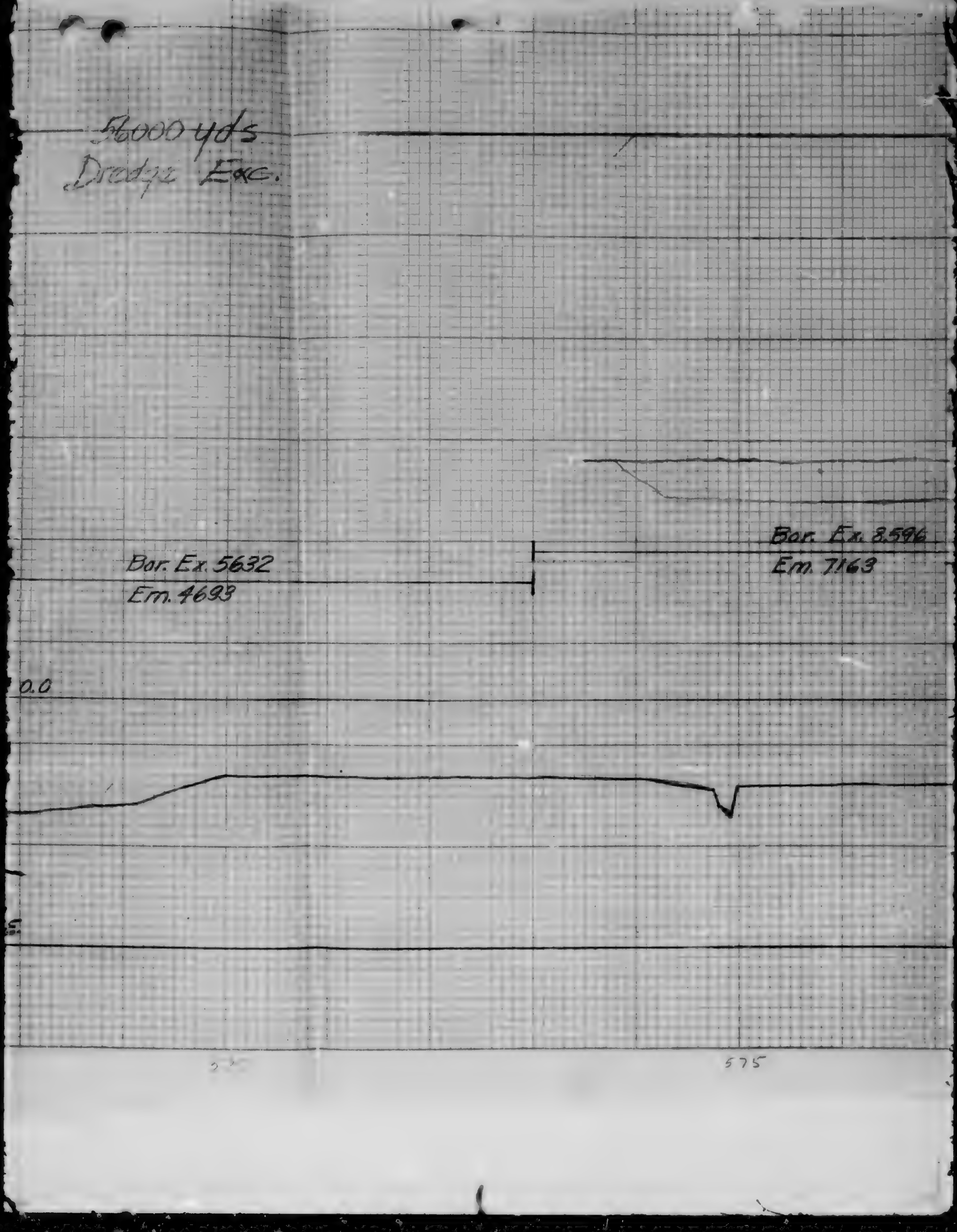
Bor. Ex. 6915
Em. 5763

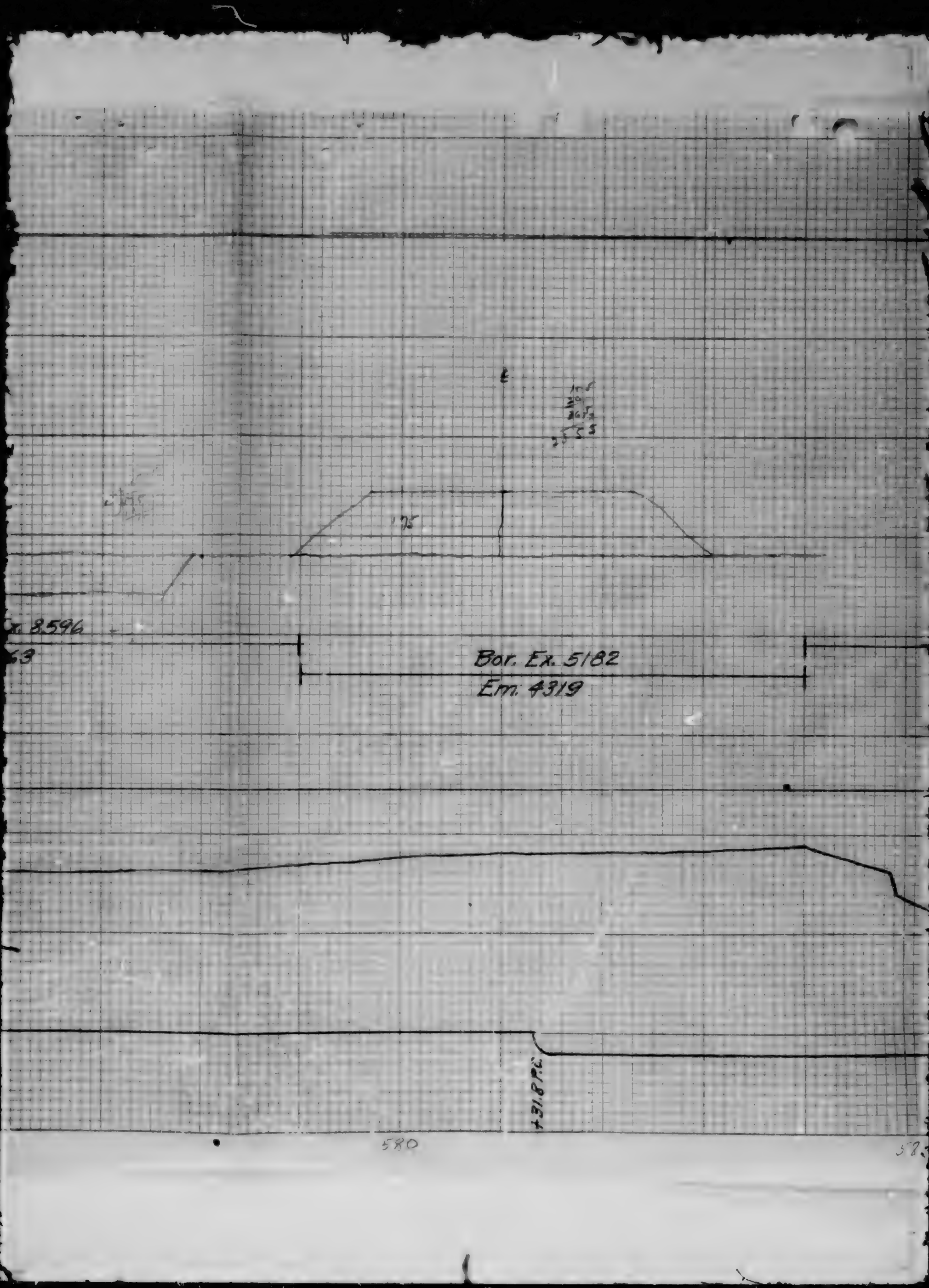
14.50

0.0

N. 70° 40' E.

560


56000 yds
Dredge Exc.
Bor. Ex. 5632
Em. 4693
Bor. Ex. 8596
Em. 7163
0.0
575


Ex. 8596
63
Bar. Ex. 5182
Em. 4319
580

Temporary Permit Track
Tie at Sta. 587+00
Bor. Ex. 7322
Em. 6102
+4.10
200' V.C.
Bridge
5° C.L.
Δ = 48°02'
N. 22° E
+92.5 P.I.
585
590

SILETZ RIVER

3500

0.0

200' V.C.

+4.10

Highwater

N. 22° 38' E.

Form No. 33—22332—6M—8-32

STATE OF [illegible] STATE HIGHWAY DEPARTMENT

NOTED
J. S. SAWYER

FIELD ENGINEER'S WEEKLY REPORT

Job Name Mt. Pleasant Street

Highway Roosevelt Coast

County Lincoln Job Prefix [illegible]

Date Nov. 21, 1932

Week from Nov. 14 to Nov. 21

Mail Address Newport Ore.

Telegraph or Telephone Address Nye Beach

Express and Freight Address Newport

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

J. Sutton Smith not at work - sick this week.

Tom Gore South of Otis Cut over - part time

Party Set Final Stakes and Final Notice Forms for Lighting Job - as per request of Coast Counties Power Co. as informed by Mr. Gerlinger.

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading on project 3.07

Miles completed .....

Miles completed except finishing 1.1

Miles covered by contractor's forces 3.07

Miles cross-sectioned 2.1

Miles cross-sections completed and checked 2.0

Miles to be remeasured 1

Number men in Engineering Party 3

Contractor's average force for week 110 men,

6 teams, ... steam shovels

Grading work will be completed about July 31. 1925

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 2-P13 Percentage 100

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

CONTRACT #811,823,
883,

PR 116-B Beam Creek-Cow Valley 1925-1930

811, 323 883

STENCIL NO. 125

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

District No. 1,

Post Office Building,
Portland, Oregon,

In reply please
refer to File No._____

Jan. 11, 1930

Mr. Roy A. Klein

State Highway Engineer

Salem, Oregon

Dear Sir:-

We are enclosing herewith one set of approved specifications for Oregon Federal Aid Project No. 116-B.

Very truly yours,

W. H. LYNCH
District Engineer

By _____
Highway Engineer

Encls.

RECEIVED
JAN 14 1930
OREGON

Ore 116B

SPECIAL PROVISIONS

Unity-Ironside, Surfacing

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon at Room 360 Multnomah County Courthouse, Portland, Oregon at ten o'clock A. M. (10:00 A.M.) on the twenty-eighth (28th) day of September, 1926.

DESCRIPTION OF WORK

The work for which bids are to be received, and the work to be done under the contract, if awarded, consists of the construction of 19.2 miles of broken stone surfacing on the John Day Highway in Baker and Malheur Counties.

The west end of the project is at Station 0+00, which station is in the town of Unity. The east end of the project is at Station 1014, which station is near the town of Ironside.

DATE OF COMPLETION

The work to be done under the contract shall be completed not later than October 31, 1927.

SURETY BOND

The surety bond furnished by the contractor must be the bond of an incorporated surety company licensed to transact business in the State of Oregon, and it must otherwise be satisfactory to the State Highway Commission. Personal surety will not be accepted.

BROKEN STONE SURFACING

Kind and Quality of Materials:

The materials to be furnished for the surfacing to be constructed under this contract shall be broken stone manufactured from clean, hard, tough and durable rock. They shall be free from soft, thin, elongated or laminated pieces, and they shall contain no vegetable or other deleterious matter.

Suitable rock from which to manufacture broken stone is available at the following points.

(1) 1500 feet northeast of Station 220.
(2) 500 feet east of Station 445.
(3) One mile north of Station 885.

ROADS

2-26-27

Only the most suitable ledge rock obtainable from the sources above referred to, or rock considered by the engineer to be equally suitable, shall be used; provided, however, that in the case of the source referred to as being located 500 feet east of Station 445, the contractor will be allowed to use the talus rock which overlays the ledge rock if the base course broken stone and the top course broken stone manufactured from that talus rock are each separately crushed and are each furnished "crusher-run."

Acquisition and Development of Sources:

The State Highway Commission will acquire and make available to the contractor, without charge, the right to take rock from three sources hereinbefore described, and the right to use such property adjacent thereto as may be required for the crusher set-up, bunkers, stock piles and hauling roads.

If the contractor desires, and is allowed to use a source of materials other than those designated, he must, at his own expense, acquire the necessary rights to take materials and to use property for crusher set-up, hauling roads, and other purposes.

The contractor shall, at his own expense, remove all overburden, construct and maintain hauling roads, and do all other work necessary in connection with the development of the source of materials.

Sizes and Grades of Materials:

The broken stone to be used in the construction of the surfacing shall be of two grades, viz: base course broken stone and top course broken stone.

Base course broken stone shall all pass a screen having one and one-half (1 1/2) inch circular openings. It shall contain not more than fifty (50) per cent of material passing a screen having three-quarter (3/4) inch circular openings, nor more than twenty-five (25) per cent of material passing a screen having one-quarter(1/4) inch square openings. It need not contain any material passing a screen having three-quarter (3/4) inch circular openings, but it shall be well graded from the maximum one and one-half (1 1/2) inch size to the minimum size of three-quarter (3/4) inch or below.

Top course broken stone shall all pass a screen having three-quarter (3/4) inch circular openings. It shall contain not to exceed thirty-five (35) per cent of material passing a screen having one-quarter (1/4) inch square openings. It shall be well graded from the maximum three-quarter (3/4) inch size to dust.

Cross-section and Number of Courses:

The cross-section to which the surfacing is to be constructed, and the number of courses in which the surfacing materials are to be placed, shall, in general, be as indicated in the cross-section plan attached hereto. These features, however, shall be subject to reasonable variation by the engineer to meet varying conditions encountered.

Preparation of Subgrade:

By means of blade graders, fresnoes and other suitable equipment, the subgrade shall be brought to uniform crown and grade, with a surface free from ruts, humps and depressions .

The subgrade shall be prepared only a short distance in advance of the placing of surfacing materials, and after it has once been prepared, it shall be maintained true to cross-section, grade and surface until covered. It must be in a condition satisfactory to the engineer at the time the surfacing materials are placed upon it.

Placing Materials:

The placing of materials shall begin at the point where the vehicles delivering the materials enter upon the road, and shall progress away from that point, first in one direction to the end of haul in that direction, and then in the other direction to the end of haul in that direction.

The hauling of materials from the point of entry upon the road to the point of deposit shall be done over the surfacing materials in place between those points, and this hauling shall be distributed over the width of the surfacing in such manner as to be most effective in the compacting of the surfacing materials.

The construction of the base course shall be carried at least one mile in advance of the construction of the top course.

Surfacing materials shall be placed only at such times as the subgrade is dry and otherwise in suitable condition to receive the materials. Hauling over the subgrade and over surfacing completed or in process of construction will not be permitted at times when hauling would cause deformation of the subgrade.

Addition and Incorporation of Filler:

Following the depositing of the surfacing materials for a given course, there shall be spread over those materials such quantities of "Filler" material as the engineer may order. This

filler material shall then be mixed with the surfacing materials, the mixing being accomplished by blading the materials (both surfacing materials and filler materials) back and forth across the roadway, moving the materials first into windrows at the edges of the roadway, then into a windrow at the center of the roadway. This movement of the materials back and forth across the roadway shall continue until the filler materials are completely, thoroughly and uniformly mixed with the surfacing materials. When that result is obtained, the materials shall be spread over the roadway in a uniform layer, and there brought to proper crown and grade.

The filler materials herein referred to shall be of the kind and quality hereinafter specified under the head of "Filler."

Blading and Dragging:

After the surfacing materials for a given course have had the filler materials mixed with them, and have been shaped to proper grade and crown as above provided, the contractor shall do such blading and dragging of the course as may be necessary to maintain it free from ruts and corrugations and true to the crown, grade and surface to which it has been finished; and he shall continue such blading and dragging until the course is covered by the next course, or, in the case of the top course, until the whole of the surfacing to be constructed under the contract is completed.

Prevention of Separation of Coarse Materials from Fine Materials:

If, at any stage of the operations, there occurs a separation of the coarse materials from the fine materials entering into the construction of a given course, the contractor shall at once make such provision in his methods and equipment as will prevent such separation. Materials which are not uniformly graded from the specified maximum size to the specified minimum size will be rejected.

Trimming of Shoulders:

After the top course of the surfacing has been placed and compacted, the earth shoulders shall be leveled down, and the entire roadbed surface shall be made to conform to the cross-section indicated in the cross-section plan. If there be any excess of excavated materials, or, if any rock fragments or stones project above the level of the shoulders, such excess materials and rock fragments and stones shall be picked up and disposed of to the satisfaction of the engineer. All earth, stones, rocks, and other matter that may come into the cut ditches as a result of the contractor's operations, shall be removed from the ditches and disposed of in a satisfactory manner.

Measurement and Payment:

Payment for the construction of surfacing as above specified, shall be made at the prices bid per cubic yard for "Base Course Surfacing" and "Top Course Surfacing." The quantity to be paid for at each price shall be the number of cubic yards of the respective class of surfacing material furnished and incorporated in the work.

Measurement shall be loose measure aboard trucks or other conveyances at the point of their loading.

The unit prices bid shall be understood to cover the preparation of subgrade, the furnishing, crushing, screening, hauling, spreading and compacting of surfacing materials, the trimming of shoulders, and all other work involved in the construction of the finished surfacing at the grade and to the cross-section indicated on the plans, and in accordance with these provisions, except as herein otherwise specifically provided.

MAINTENANCE MATERIALS

Work to be Done:

Under this item, the contractor shall produce and deliver in stock piles, broken stone to be used by the state in connection with maintenance work.

Materials:

Maintenance materials shall be broken stone of the same kind and quality as is hereinbefore specified for broken stone for use in the construction of the surfacing.

Sizes of Materials:

Broken stone to be furnished as maintenance materials shall be of the size and grading hereinbefore specified for top course broken stone for use in the construction of the surfacing.

Location of Stock Piles:

The stock piles shall be located upon such suitable sites at or near the quarries from which the rock for the surfacing is produced, as the contractor may select. In order to be considered suitable, however, a site must be of suitable topography, it must be acquirable by the state at reasonable cost, and it must be easily accessible to trucks.

The quantity of maintenance materials to be delivered at each quarry operated and at each stock pile site shall be as the engineer orders.

Preparation of Stock Pile Sites:

The sites for the stock piles shall be cleared of all brush, trees, stumps, loose stones, and other matter which might become mixed with the broken stone, or which might interfere with the picking up of the broken stone when same is to be removed.

Height and Form of Piles:

The piles shall be not less than ten (10) feet in height, with side slopes not flatter than one and one-half to one; they shall be neat and regular in form, and they shall cover as small areas as practicable.

Measurement and Payment:

Payment for maintenance materials will be made at the price bid per cubic yard for that item, which price shall be understood to cover the cost of the producing, transporting and piling of the materials, and the preparation of the stock pile sites.

The quantity to be paid for shall be the number of cubic yards delivered in accordance with the above specifications as determined by cross-section measurement of the completed stock piles. No allowance will be made for settlement or shrinkage.

_F_I_L_L_E_R_

Work to be Done:

Under this item the contractor shall furnish filler materials for incorporation with the surfacing materials as hereinbefore described in the specification for "Broken Stone Surfacing."

Materials:

Materials for use as filler shall be clay or some other form of earth material possessing binding qualities. It shall be obtained from such sources as the engineer may designate.

Acquisition of Sources of Materials:

The State Highway Commission will acquire and make available to the contractor without charge, the right to take filler materials from the source or sources selected by the engineer, and the right to use such property adjacent thereto as may be required for hauling roads, development purposes, etcetera.

Measurement and Payment:

Payment for the furnishing and placing of filler will be made at the price bid per cubic yard for "Filler", which price shall be understood to include and cover the cost of excavating and loading the materials, the cost of hauling the materials not more than five hundred (500) feet, and such part of the cost of incorporating the filler with the broken stone as is not included in other bid prices.

In case it is necessary to strip overburden from the filler pit or pits, payment for such stripping will be made at the rate of twenty-five (25) cents per cubic yard, the number of cubic yards to be paid for to be determined by cross-section measurement of the overburden in original position. This pay item will be designated as "Stripping Filler Pits."

Where filler materials are hauled more than five hundred (500) feet, that part of the haul that is in excess of five hundred (500) feet will be paid for at the price bid per yard mile for "Filler Haul."

Where payhaul distance is less than one mile, allowance will be made for a full mile of "Filler Haul." Where the payhaul distance is greater than one mile, the payhaul will be measured in half-mile units, fractional half-miles being allowed for as full half-miles.

MISCELLANEOUS PROVISIONS

Blading Equipment:

For the performance of the blading work incidental to the construction of the surfacing herein specified, the contractor shall have in operation during the whole of the time that the surfacing construction is in progress, all of the following blading equipment, and such additional equipment of that kind as may be necessary to produce the specified results.

1. One two-horse blade grader.
2. One heavy tractor-drawn grader equipped with rubber tires, and with a blade at least eight feet in length.
3. One heavy truck drawn grader equipped with rubber tires and with a blade at least eight feet in length.

4. One heavy scarifier, or a suitable scarifier attachment for the heavy tractor-drawn grader listed above.

The equipment shall be in good condition when brought on the work, and shall be maintained in good repair at all times. The power units shall be entirely adequate for work which they are to perform.

The work to be performed by each piece of blading equipment and the portions of the work upon which each is to be operated, shall at all times be as the engineer may direct.

In case more than one crushing plant is in operation on the work at one time, an outfit of blading equipment such as described above shall be furnished and operated in connection with each plant.

ANNULMENT OF CONTRACT

The "Annulment of Contract" clause given on pages 10 and 11 of the contract agreement form shall, in this contract, be inoperative, and it shall be superseded by the following provisions:

If the contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditor; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or proper materials; or if he should fail to make prompt payment to subcontractors or for material or labor; or persistently disregard laws, ordinances or instructions of the engineer; or otherwise be guilty of a substantial violation of any provision of the contract, then the State Highway Commission, upon the certificate of the engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the contractor seven days' written notice, terminate the employment of the contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the contractor. If such expense shall exceed such unpaid balance, the contractor shall pay the difference to the State Highway Commission. The expense incurred by the State Highway Commission as herein provided, and the damage incurred through the contractor's default, shall be certified by the engineer.

RIGHT OF COMMISSION TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the State Highway Commission, after three days' written notice to the contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter.

#883
23 PH
PR#1163

October 30th, 1925.

Metropolitan Casualty Insurance Co. of N.Y.
Kibler & Bartlett, Inc.
Washington Bldg.
Reno, Nevada.

Gentlemen:

Enclosed herewith please find copy of notice from the Guaranty Construction Company to the effect that their claim against Kibler & Bartlett in the sum of $[illegible], being for rental of equipment to Kibler & Bartlett in connection with their contract for the surfacing of the Izee-Seneca-Dog Valley Section of the John Day Highway, had been paid.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Kibler & Bartlett in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. A. Sleisyer,
Chief Clerk.

JE

October 28th, 1927.

Kibler & Bartlett,
Suite 1, Box 102,
Salem, Wash.

Gentlemen:

Enclosed herewith please find copy of notice from the Security Construction Company stating that their claim against you in the sum of $292.40, in connection with the removal of a grader on your contract for the surfacing of the Lyonsdale-Ona Valley Section of the John Day Highway, had been paid.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

L. A. Gleiger,
Chief Clerk.

October 28th, 1927

Hon. Sam A. Kozer,
Secretary of State,
Building.

Dear Sir:

Attention: M.J. Haas, Filing Division.

This is to acknowledge receipt of your letter of the 27th inst. enclosing statement from the Security Construction Company that their claim in the sum of $22.40 against Kibler and Bartlett, in connection with their contract for the surfacing of the Ironside-Cow Valley Section of the John Day Highway, has been paid.

Please be advised that we are today forwarding copies of this notice to the contractors and surety on their bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

JB

#683

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

October 27, 1927

State Highway Commission,

Salem, Oregon

Gentlemen:- (Attention of Mr. H. B. Glaisyer, Chief Clerk)

We are enclosing for your information and files three copies of a notice of claim by the Security Construction Co. for rental of a grader in the sum of $292.40 against Kibler & Bartlett and the Metropolitan Casualty Insurance Co. of N. Y., together with three copies of a letter relative to the payment of the claim.

Kindly acknowledge receipt of the same, and oblige.

Very truly yours,

FILING DIVISION,

By M. J. Haas

H.

cc Hansen + Rowland, Tacoma,

COPY

SECURITY CONSTRUCTION COMPANY

La Grande, Oregon September 19th 1927

Mr. Sam A. Koser.
Secretary of State,
Salem, Oregon.

Dear Sir:-

In connection with our letter and claim August 24th, your reply September 1st "Filing Division, by N. J. Haas" filed against Kibler & Bartlett who had the surfacing contract for the Ironsides-Cow Valley section of the John Day Highway, wish to advise that we to-day received check from the above named people in payment of the account.

Provided the check is honored by the bank upon which it is drawn, which we presume will be, this letter will serve to cancel our obligation for $292.40.

Yours very truly,
Security Construction Co.
By E. Marks

E.M./

File No. 672

Filed
Sept. 20, 1927
SAM A. KOZER
Secretary of State

4883-23 PH

PR#116B

October 21, 1927

Metropolitan Casualty Insurance Co. of New York,
Hansen & Rowland, Ins. Agents,
Washington Building,
Tacoma, Washington.

Gentlemen:

You are hereby notified that State Highway Contract No. [illegible] for the construction of the Ironside-Cowvalley Section of the John Day Highway in Malheur County, consisting of 16.6 miles of surfacing has been completed by the contractors, Kibler & Bartlett and that final settlement will be made by the State with said contractors for work done under said contract on or after October 31st, 1927.

The State has been advised of a claim against this contract, being that of the Security Construction Company in amount $292.40 for rental of equipment. The State assumes no responsibility for this or any other claims which may be filed.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid on this contract is $60,249.81 of which amount $217.16 is for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glasgyer,
Chief Clerk.

Dict. by J. McFarland.

PR#116B

October 19th, 1927.

Metropolitan Casualty Insurance Co. of N.Y.
P. O. Box 156, Station D
New York, N.Y.

Dear Sirs

Attention: Mr. J. V. Hinkes, Ass't. Sup't.

Replying to your inquiry of the 11th inst. concerning the contract of Kibler & Bartlett for the construction of the Ironside-Cow Valley Section of the John Day Highway, will say that this work was completed on August 15th, 1927. The final voucher in payment of this work in the amount of $6,160.59, was mailed to the contractor for approval on October 6th but has not yet been returned. The warrant to cover the amount of the final voucher will be paid as soon as the estimate is verified.

The total amount of the contract, including the final payment, is $66,349.81. Of this amount $217.16 has been expenditures in connection with force account work.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Claiseyer,
Chief Clerk.

HBC:JB

#883

J SCOFIELD ROWE, PRESIDENT.

THE METROPOLITAN CASUALTY INSURANCE CO. OF NEW YORK

CHARTERED 1874

HOME OFFICE - 55 FIFTH AVENUE

NEW YORK

CASUALTY INSURANCE FIDELITY & SURETY BONDS — SEMPER PRAEDIENS

FIDELITY & SURETY DEPARTMENT
S. K. McCLURE, SUPERINTENDENT

RECEIVED OCT 15 1927

October 11, 1927

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Kibler and Bartlett, Albany Oregon - Our #04988-26 - -

On or about May 29, 1926 this Company executed a $32,687.50 bond, in connection with a $65,375.00 contract, for the construction on the John Day Highway in Malheur County, Ironside Cow Valley Section, Contract No. 883.

We have been advised that this contract has been completed and accepted. Will you please confirm that this contract has been completed and accepted, and advise the total amount paid for this work.

Very truly yours,

ANSWERED
H. B. G.

MSB:AI

Assistant Superintendent.

Will the total amount
Paid ~~[illegible]~~ - $68,349.81 - Final Amt - $217.16
Work Completed aug-15, 1927
Final Voucher in amt - $5,149.59 was mailed to
Contractors for Sig. on Oct 8th

#883

2384

PR 4 416 B

September 13, 1927

The Metropolitan Casualty Insurance Company of New York,
Hansen & Rowland, Inc. Agents,
Tacoma , Washington.

Attention A. Van R. Schermerhorn.

Gentlemen:

Receipt is acknowledged of your letter of September 16th relative to the Kibler & Bartlett contract No. 883 - Ironside-Owyhee Valley Section in Malheur County.

Please be advised that all of the work on this contract has been completed. As soon as the final noted have been received from the field engineer and have been checked in this office final payment will be made. The total amount paid to August 10th was $65,200.22. The retained percentage is $4,903.13.

The only claim which we have knowledge of having been filed against this contract is the one which you mentioned of the Security Construction Company of La Grande in amount $292.40 which was filed on August 11th, 1927.

Very truly yours,

ROY A. KIBLER,
State Highway Engineer,

By

H. B. Gilleyer,
Chief Clerk.

Dict. by J. McFarland.

#883 - Malheur

J. SCOFIELD ROWE, PRESIDENT

THE METROPOLITAN CASUALTY INSURANCE CO. OF NEW YORK

CHARTERED 1874

HANSEN & ROWLAND, INC., GENERAL AGENTS FOR WASHINGTON

SEATTLE—TACOMA

Tacoma, Washington
September 16, 1927.

State Highway Engineer,
State of Oregon,
Salem, Oregon.

RE: BOND NO. 35435 - Kibler and Bartlett to State of Oregon, surfacing Ironside-Vow Valley Section of the John Day Highway in Malheur County, Oregon.

Dear Sir:

We would appreciate your advising us whether or not the above job has been completed and accepted, and if so, the date of acceptance and if any other claims have been filed against the contract than the claim of the Security Construction Company of La Grande, Oregon, for $292.40 of which we have been advised by you.

Please give us a list of all claims showing the date filed, to whom due, and the amount thereof.

The time for the completion of this contract was extended from June 30th, 1927 for sixty days. We assume, therefore, that the contract has now been completed as we have not received request to consent to any further extensions.

Very truly yours,

HANSEN & ROWLAND, INC.

By A. Van R. Schermerhorn
A. Van R. Schermerhorn
Mgr. Surety Bond Dept.

AVRS:AF
1 incl.-stamped addressed envelope

(9)

Paid to aug-10- $63,200.22
Returned - $4903.13 - 95% on aug-10-

Form D-715-O-12-25.

FR #1163

NOTED

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Aug 13, 1927

Job Name Ironside-Combvalley

Week from 8 to 13

Mail Address Vale

Highway John Day

Telegraph or Telephone Address "

County Malheur Job Prefix 23PH

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

After a stormy week this job is finished except a little grading and straightening up.

This job will be a continuous grade and I think this man Carter should be blacklisted and not allowed to work in the State.

RECEIVED
AUG 18 1927
DIVISION ENGR.

REFERRED TO
By State Highway Engineer

(See back of this sheet for instructions and detailed information.)

Signed

Title

#813-238A

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 16.6

Miles completed 16.6

Miles partially done .....

Average daily yardage placed this week 152

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place 100%

Surfacing will be completed about 12-12-27

Number men in Engineering Party 2

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... Percentage .....

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

#883-230H
PR# 116B

August 11th, 1927

Metropolitan Casualty Ins. Co. of N.Y
Hampton & Hyakami, Agents,
1606 Yeon Bldg.
Portland, Oregon.

Gentlemen:

This is to inform you that we have today received a letter from the Security Construction Company of La Grande, Oregon, stating we of their claim in the sum of $200.00 against Kibler & Bartlett, being for grader and transportation charges against Kibler & Bartlett in connection with their contract for the surfacing of the Tremble-Elm Valley Section of the John Day Highway.

This information is given you as you appear as surety on the bond furnished by Kibler & Bartlett in this instance.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Clarke:
Chief Clerk.

HBC:JB

August 11th, 1927

Kibler & Bartlett,
Route 1 Box 332,
Tacoma, Washington.

Gentlemen:

This is to advise you that we have today received a letter from the Security Construction Company of La Grande, advising us of their claim against you in the sum of $928.60, being for grader and transportation charges made in connection with your contract for the widening of the Irrmaiden-Cow Valley Section of the John Day Highway.

Your early attention to this matter will be appreciated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

R. A. Kildeyer,
Chief Clerk

RAK:JS

Security Construction Company

August 11th, 1927

Security Construction Company,
La Grande, Oregon.

Gentlemen:

We acknowledge receipt of your letter of the 10th inst. advising us of your claim in the sum of $292.40 against Kibler and Bartlet, in connection with their contract for the surfacing of the Ironside-Cow Valley Section of the John Day Highway, state highway contract No. 822.

Referring to the last paragraph of your letter wish to advise that we cannot comply with your request to withhold this sum of money from final payment to the contractor. The bond furnished by Kibler and Bartlet is the protection offered you for the satisfactory settlement of your claim. We would suggest that you take the matter up with this bonding company whose name is the Metropolitan Casualty Insurance Company of N.Y., agents, Hansen & Rowland, Inc. of Oregon, 1506 Yeon Bldg. Portland, Oregon.

It may be that satisfactory settlement can be secured through this company. If not, then you still have recourse to action in the court and we would suggest that you file notice of your claim with the Secretary of State in order to protect yourself on the bond. This in accordance with Section 2991, Oregon Laws.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Glaisyer,
Chief Clerk.

HBG:B

Security Construction Company

La Grande, Oregon August 10th 1927

RECEIVED
AUG 11 1927
OREGON

Oregon State Highway Commission.

Salem, Oregon.

Attention Mr Roy A. Klein. Engineer.

Gentlemen:-

This is to file notice of claim we have against Kibler & Bartlett, who have the contract for surfacing the Ironsides-Brogan section of the John Day Highway.

This claim is for rental of grader, and transportation charges of the same from Ironside to Austin, the same being used by the above contractor in connection with his contract aforesaid.

We wish to have this claim filed and the rental charges of $292.40 witheld from his final estimate until such time as this account has been settled in full. Will you please have this claim filed with the contractor's bondsmen and oblige,

Yours very truly,

Security Construction Co.

By W. L. Sturgill

E.M./

ANSWERED
H. B. G.

PR#116B

FORM 3-6 A-2648 3M 11-26

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
JUL 8 1927
OREGON
STATE HIGHWAY COMMISSION

July 6, 1927.

NOTED
State Highway Engineer

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Cow Valley-Ironside
Re: Filler

Dear Sir:

In reply to your letter enclosing the protest from Mr. B. W. Kibler, Senior, against the use of certain filler on the Cow Valley-Ironside Section of the John Day Highway, I beg to advise that this filler was specified for use prior to the letting of the contract and bids were requested upon the use of this filler, consequently, Kibler and Bartlett can have no legitimate objections to its use.

It is a very fine talus material containing a slight amount of clay similiar to that which we obtained from the Kamela Pit on the Blue Mountains and similiar to that which we used on the Flora-Enterprise Highway, Unit number 1 of the Enterprise-Flora Section. Both of these latter materials have proven to be the most satisfactory filler which we have ever used in Eastern Oregon, and both are rather refractory to handle. The filler on the Enterprise-Flora cost the contractors, Joslin & McAllister, many times the price of their bid, but they were men enough to go ahead and put it down without protest inasmuch as they had seen the pit before they bid.

It is evident that the Cow Valley filler contains less clay than either of these other two fillers, consequently may not prove quite as satisfactory but it is our idea that it is by far the most satisfactory filler that can be obtained in that vicinity and should not be discarded merely on request of an inefficient contractor. This filler decomposes and air slacks very rapidly and had it been shot a few weeks prior to its use, it would have been entirely decomposed. Consequently, I have very little sympathy with their contention that it is impossible to work. I observed their operations not very long ago when they had a little of it down, and they were having no more difficulty than Joslin & McAllister experienced in using the filler which they used on the Enterprise-Flora Section.

...SIONERS
...DUBY, BAKER, CHAIRMAN
...VAN DUZER, PORTLAND
...H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

Mr. Peck reports that Mr. Kibler, Senior, although not activly participating in the original contract of Kibler & Bartlett, has become so worried over the financial standing of the company that he is greatly hampering the work by short loading the trucks and complaining about everything necessary to be done. While I appreciate the position that Mr. Bartlett has expended money in a very reckless manner, especially in buying so much equipment and such a large plant, and appreciate the fact that Mr. Kibler, Senior, is furnishing this money and is a very old man and can not really afford to stand the loss, I am still unwilling to sacrifice the quality of the work on account of the contractors financial difficulty.

These contractors employed very inefficient workmen in the start, especially in blading, and several times I have had to go down there personally and endeavor to get some kind of a job on the sub-grade. In these instances Mr. Bartlett became very indignant and insisted that he was doing all that was required on the contract and that force account would have to be paid for ordinary sub-grade preparations.

Mr. Baldock recently went over this job and I am sure will report to you that their sub-grade prepared for the macadam was really worse than the unprepared sub-grade in charge of our patrolmen, and that Kibler & Bartlett are securing a very indifferent job.

Kibler & Bartlett are the most inefficient contractors that have operated in the La Grande Division in many years, both from a contractor's point of view and from the point of view from the results which they are securing. The constant struggle to secure an adequate sub-grading and blading work has lead to a large amount of friction, which, no doubt, is becoming intensified in this filler situation. Had they had men of ability to secure adequate results, I have no doubt that the job would have gone along smoothly and this filler would not have appeared so unusually expensive.

...IONERS
...UBY, BAKER, CHAIRMAN
...N DUZER, PORTLAND
...H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

.....Mr. Roy A. Klein - 3 - 7/6/27 - Cow Valley-Ironside, Re:Filler.

Mr. Kibler, Senior, appears to be letting his zeal for efficient operation of his plant encroach on the engineering feature of the job, which is certainly not to be tolerated, and any particular modification of the contract now is bound to have a serious effect in causing a letting down along the entire line.

Realizing that these contractors would disband after this job, I have endeavored to get along with them and secure a passable job, but in order to do so it is necessary to give Mr. Peck every possible support. Mr. Peck is not naturally very particular with refractory contractors, so that I have had to insist several times on a better quality of work so that I feel that a change of filler now in view of the past troubles would result in his loosing control of the contractors entirely.

My recommendation would be that a change at the present time would be of serious detriment to the job, and involve the use of an inferior filler to accomodate a contractor.

Very truly yours,

H. G. Smith

HGS:OW

Division Engineer.

SP# 116 B

July 2, 1937.

Mr. H. G. Smith,
Division Engineer,
Box 900,
La Grande, Oregon.

Dear Sir:

Mr. B. W. Kibler, Sr. called this morning to tell me about the filler situation on his surfacing job between Cow Valley and Ironside. Briefly summed up, his grievance seems to be the fact that the filler is costing more to produce than he expected on account of the difficulty of breaking it up and delays in loading and unloading. I am enclosing his letter dated June 27th, which covers the matter in considerable detail.

Mr. Kibler made the statement to me that if you would pick out another pit where the material could be handled to better advantage, he would be willing to waive his cost of set up and preliminary work on this pit which he estimates at about $500.

I note in reading over the specifications that undoubtedly it was contemplated that some shooting and difficulty in handling would be encountered in getting out the Grade B filler and, of course, his price should have been made correspondingly higher than the Grade A. No doubt the losses on Grade B may be offset in a measure by the higher price which he secured on the Grade A material.

I think the whole matter should be looked into carefully and if we can get acceptable filler without causing undue hardship on the contractor, we should do so. Please report on this matter at your convenience.

Very truly yours,

State Highway Engineer.

RA:HI

F-P 116-B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

March 23, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project No. 116-B, Beam Creek-Cow Valley section of the John Day Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL,
District Engineer,

By J. H. Canfield
Assoc. Highway Engineer.

a4 PR 557

Oregon Federal Aid Project No. 116, Section B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on July 27, 1925, by the State Highway Commission of Oregon, and on August 18, 1925, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on July 13, 1926, by the said State Highway Commission, and on September 10, 1926, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 116, Section B; and

WHEREAS, on November 30, 1926, the Acting Chief of Bureau approved a change in type of improvement to extend the crushed rock surfacing over the remaining portion of the project for which surfacing had not previously been provided, thereby increasing the estimate of cost of said Section B from $187,468.69 to $215,354.34; and

WHEREAS, the said State Highway Commission now requests that the Federal funds approved and set aside to the credit of said Section B be increased from $114,922.99 to $131,654.32:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans,

specifications and estimates, and the sum of one hundred thirty-one thousand, six hundred fifty-four and 32/100 dollars ($131,654.32) as the share of the United States payable under said act on account of Section B of said project, which does not exceed 62.25 per cent of the total estimated cost thereof."

Article IV shall read:

"Article IV. The United States pro rata share of the cost of Section B of said project shall not in any event exceed (a) the said sum of one hundred thirty-one thousand, six hundred fifty-four and 32/100 dollars ($131,654.32), certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of two hundred fifteen thousand, three hundred fifty-four and 34/100 dollars ($215,354.34), the approved total estimated cost of Section B of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section B of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 24th day of January, 1927, and the Secretary of Agriculture on the 26th day of February, 1927.

STATE HIGHWAY COMMISSION OF OREGON

By W. H. Luby
Chairman, State Highway Commission

By
Member, State Highway Commission

By W. L. Malone
Member, State Highway Commission

R. K. Deasy
Acting Secretary of Agriculture

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO ENTER AGREEMENTS FOR STATE AID PROJECT NO. 112

a4PR557

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 650+75 on Bean Creek at the east end of Section A of said project, and survey station 1722+56.6 at the east end of Cow Valley about 8 miles west of Brogan and at the west end of Oregon Federal Aid Project No. 17, locally known as the Bean Creek-Cow Valley Section of the John Day Highway between Dayville and Ontario, Malheur County, and designated in the records of this Department as Section B of Project No. 116, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 215,554.34 in lieu of the $114,922.99 approved by Certificate of September 10,1926, as the total estimated cost of Section B of said project, and the sum of $ 131,654.32 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 26th day of February one thousand nine hundred and Twenty-seven, as witness my hand and the seal of the Department of Agriculture.

R. H. Lemmon

ACTING *Secretary of Agriculture.*

8—4320

PR 146

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, ORE. December 31, 1926.

Mr. H. G. Smith,
Division Engineer,
Box 908,
La Grande, Oregon.

Dear Sir:

There is one observation I want to add to your letter of December 29, referring to the proposed lease of a quarry site from the Eastern Oregon Land Company on the Cow Valley project. In the event of delinquency in the payment of taxes, it is my understanding that the ordinary course of procedure is for the county to sell the property to the highest bidder and it does not necessarily revert to the county unless there are no bidders or the county court finds that it is desirable to acquire the property for its own uses.

In most cases, of course, the tracts which will be sold because of delinquent taxes are of comparatively large area when contrasted with our quarry sites, consequently, to buy these in at a tax foreclosure sale, even at a low rate per acre, would cost in most cases more than the value of the quarry. There may be, of course, some way in which the particular property we are interested in could be divided off from the rest.

I do not anticipate any particular difficulty on this score except that it is one of the things we ought to watch out for and the possibilities should be considered in making leases covering a long term, particularly where the value is in excess of what we would get out of it on our first set-up.

Very truly yours,

State Highway Engineer.

RAK:HI

...MISSIONERS
...M DUBY, BAKER, CHAIRMAN
...B. VON DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

December 29, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

23 PH

RECEIVED
DEC 30 1926

Dear Sir:

In the matter of the lease for the gravel pit which we are acquiring from the Eastern Oregon Land Company on the John Day Highway, I beg to advise that these pits are in the vicinity of Cow Valley and not on the Cairo-Vale Section near Vale as you state in your letter.

Inasmuch as the Eastern Oregon Land Company are one of the largest land companies in Eastern Oregon, owning all of the old Boise to The Dalles Military Road Land Grant and having owned it for many years, it would not seem that the question of default on their taxes would be of serious consideration. Under the present law the taxes have to be in default five years before the county can foreclose so that it would certainly come to our attention before that time that the taxes were not being paid. The counties have always been willing to deed us county property without cost so that in case they did default, we could obtain the deed from the county.

For some reason or other the Eastern Oregon Land Company prefered not to sell these quarries but requested that they be leased. I presume for the reason that their entire holdings are under a bond or mortgaged so that it would be of some trouble to secure the lease.

This property being in Cow Valley is, of course, under no irrigation district and being rocky hillside land would be exempt if it were in an irrigation district as the irrigation districts are now taking considerable pains to see that only first class land is included within their boundaries.

While I would hardly think this question to be at all applicable to the Eastern Oregon Land Company, it might apply to the small individual owner who is leasing us a quarry, but I should think that we would be pretty well protected inasmuch as taxes have to be delinquent for five years before the

...BAKER, CHAIRMAN
...DUZER, PORTLAND
...MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

county can foreclose so that would have ample time to request the county to deed us the property after the foreclosure proceedings.

Very truly yours,

H. G. Smith

HGS:OG

Division Engineer.

PR 1163

October 20, 1926.

Standard Oil Company of California,
J. P. Gruden, District Sales Manager,
Walla Walla, Washington.

Gentlemen:

Attention J. Jacobson.

Replying to your letter of the 18th inst. concerning contract awarded to Kibler and Bartlett, for surfacing work on the John Day Highway, will say that this is our contract Number 883, for the surfacing of 16.6 miles on the John Day Highway between Ironsides and Dew Valley. The amount of this contract was $68,[illegible]00, the bond being 50% of the amount of the contract. The surety on the bond is The Metropolitan Casualty Company of New York, Hansen & Rowland, Agents, 1506 Yeon Bldg., Portland, Oregon. Completion is June 30, 1927.

Payment to date amounted to only one estimate of $2658.16 for work accomplished up to September 10th. The warrant for this amount was mailed to E. W. Kibler, Jr. Tacoma, Washington, on October 4th. Payments for work accomplished under this contract have been assigned to Mr. E. W. Kibler, Jr.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

#883

Contract No. 883 - Kibler & Bartlett.
Ironside-CowValley Section - 16.6 Miles of Surfacing

Total amount of contract is $65,375.00 -

Surety is The Metropolitan Casualty Co. of New York,
Hansen & Rowland, Agents, 1506 Yeon Bldg. Portlan

Completion date is June 30th, 1927.

Warrent for Estimate No. 1 in amount $2,658.16 for work
to September 10th was mailed out on October 4th.

All payments on this contract are assigned to B. W. Kibler,
Sr. Tacoma, Washington.

IFORNIA

OFFICE
FIRST NATIONAL BANK BLDG.
II SOUTH SECOND STREET
P. O. DRAWER 56

Kibler & Bartlett
Route 1, Box 102
Tacoma, Washington.

ES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

ef Clerk.

e above concern has
f the John Day Highway,
This job, we believe,

ling this job, giving
ed, the customer's
also greatly appreciate
eing made to this
o them as yet,

s,
MPANY OF CALIFORNIA,

Manager.

ben

H. B. O.

#883

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
FIRST NATIONAL BANK BLDG.
11 SOUTH SECOND STREET
P. O. DRAWER 86

SALES DEPAPTMENT
J. P. CRUDEN
DISTRICT SALES MANAGER
H. W. MC CALLUM
ASSISTANT DISTRICT SALES MANAGER

WALLA WALLA, WASH.

October 18th, 1926.

Oregon State Highway Commission,
Salem, Oregon.

Kibler & Bartlett
Route 1, Box 102
Tacoma, Washington.

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

Gentlemen: Attention: Mr. H. B. Gaisyer, Chief Clerk.

It is our understanding that the above concern has been granted a contract for the graveling of 16.6 miles of the John Day Highway, that section known as the Ironsides Cow Valley section. This job, we believe, is Job No. 883.

Will you kindly advise us regarding this job, giving a complete description of the contract, the amount involved, the customer's surety, also when the job is to be completed. We would also greatly appreciate some information as to the manner in which payments are being made to this concern and whether or not any estimates have been paid to them as yet.

Very truly yours,
STANDARD OIL COMPANY OF CALIFORNIA,

J. P. CRUDEN
District Sales Manager.

By J Jacobson

JJ:BMM
Credit

#883

H. B. G.

October 4, 1926.

PR 116 B
Recpnsd

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate to be substituted in modified agreement for the Bear Creek-Cow Valley Section, Oregon Project 116-B, re-opened.

It will be noted that no additional federal aid on the last contract for surfacing is requested in this estimate. It is our intention, however, to request further federal aid to surface this portion when additional funds become available.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

Dict by J. W. DeYoung/AP
Encl.

Oregon State Highway Department — Project 116-B Recapped

BEAN CREEK-DOG VALLEY SECTION OF THE JOHN DAY HIGHWAY

IN MALHEUR COUNTY

(Estimate as basis for substitution in modified agreement. Revised to include contract for surfacing from Bean Creek to Station 1014.)

Salem, Oregon, October 4, 1926.

Surfacing, Bean Creek to Station 1014

6,800 cu.yds	Base Course Surfacing	$1.68	$11,424.00
6,800 cu.yds	Top Course Surfacing	1.68	11,424.00
4,650 cu.yds	Filler	.23	1,069.50
7,165 cu.yds	Filler Haul	.20	1,433.00

Surfacing, Station 1014 to 1722+86.6

13,800 cu.yds	Base Course Surfacing	1.75	22,750.00
13,000 cu.yds	Top Course Surfacing	1.75	22,750.00
4,800 cu.yds	Filler	.40	1,920.00
4,800 cu.yds	Filler Haul	.40	1,920.00

Sub-total	$74,450.50
10% Engr. & Cont.	7,445.05
	$81,895.55

Length of Project - 20.308 miles
Cost per mile, Grading $ 6,063.31
" " " Br. over 20' Span $ 510.04
" " " Surf. 4,033.67
Total Cost per Mi. $10,607.02

Summary of Completed work performed on Project 116-B as shown by final voucher

Grading Items	$115,633.35
Bridges over 20' Span	10,355.38
Engineering and Contingencies	7,470.06
Total cost as shown by final voucher	$133,458.79
Federal Aid Received	$ 82,516.99

Summary of Completed and New Work.

Original project Actual Cost	$ 188,458.79	Federal Aid	$ 88,516.00
New Work, estimated cost	26,695.55	" "	26,486.00
	$ 215,254.34		$ 114,982.00

State Funds for Const. Chapter 175, Laws 1917; Chapter 8, Laws 1919

" " " Maint. Res. Aug. 17, 1917; Chapter 237, Laws 1917.

October 1, 1936 PR 116-B

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of analysis of estimated price for surfacing on the Bear Creek-Cow Valley Section, Oregon Project 116-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP
Encl.

Oregon State Highway Department — Project No. 116-B

BEAM CREEK-COW VALLEY SECTION OF THE JOHN DAY HIGHWAY

IN BAKER AND MALHEUR COUNTIES

Salem, Oregon, September 30, 1936.

ANALYSIS OF ESTIMATED SURFACING PRICE

Quarrying and Crushing	$ .85
Hauling (2.62 mi. @ 18¢)	.47
Placing & Finishing	.15
Superintendence & Overhead	.10
Sub-total	$1.57
15% profit	.23
Estimated Bid Price	$ 1.80

10¢ differential between base and top materials

PR 116-B

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

September 25, 1926.

Mr. R. A. Klein,
State Highway Commission,
Salem, Oregon.

Dear Sir:-

The Project Agreement and Certificate covering Oregon Federal Aid Project No. 116-B have been executed, and there is enclosed herewith original copy of both these documents for your files.

Very truly yours,

C. H. PURCELL
District Engineer

By T. M. Davis
Acting.

Encls.

September 25, 1926.

Mr. R. A. Klein,
State Highway Commission,
Salem, Oregon.

Dear Sir:-

The Project Agreement and Certificate covering Oregon Federal Aid Project No. 116-B have been executed, and there is enclosed herewith original copy of both these documents for your files.

Very truly yours,

C. H. PURCELL
District Engineer

By _____
Acting.

Encls.

Oregon Federal Aid Project No. 116, Section B.

Aupr 57

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on July 27, 1925, by the State Highway Commission of Oregon, and on August 18, 1925, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 116, Section B; and

WHEREAS, the plans and specifications previously approved for Section B of said project provided for the improvement of 20.303 miles of graded and drained road, in Malheur County, for which the estimate approved was $145,433.86, and $87,260.31 Federal funds were set aside to the credit of said Section B; and

WHEREAS, the construction of said Section B in accordance with the plans and specifications previously approved has been completed, finally inspected and accepted, at a total cost of $133,466.62, and voucher in the sum of $82,316.99 has been passed for payment as the share of the Federal Government on said Section B; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section B and a revision of the plans, specifications and estimates approved therefor to provide for the construction of broken stone surfacing between survey stations 1014 and 1722+56.6, at an estimated cost of $54,010.00; and by reason thereof has requested that the estimate of cost approved for said Section B be increased from the previous actual cost of $133,466.69 to $187,466.69, and that the Federal funds approved and set aside

to the credit of said Section B be increased from the previous actual payment of $82,515.99 to $114,922.99;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for Section B of said project be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates, and the sum of one hundred fourteen thousand, nine hundred twenty-two and 99/100 dollars ($114,922.99) as the share of the United States payable under said act on account of Section B of said project, which does not exceed 62.25 per cent of the total estimated cost thereof,

Article IV shall read:

> "Article IV. The United States pro rata share of the cost of Section B of said project shall not in any event exceed (a) the said sum of one hundred fourteen thousand, nine hundred twenty-two and 99/100 dollars ($114,922.99), certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of one hundred eighty-seven thousand, four hundred sixty-eight and 69/100 dollars ($187,468.69), the approved total estimated cost of Section B of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section B of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon

on the 13th day of July, 1926, and the Secretary of Agriculture on the 10th day of September, 1926.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

C. V. Marvin
Acting Secretary of Agriculture

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 116

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 650+75 on Beam Creek at the east end of Section A of said project, and survey station 1722+56.6 at the east end of Cow Valley about 8 miles west of Brogan and at the west end of Oregon Federal Aid Project No. 17, locally known as the Beam Creek-Cow Valley Section of the John Day Highway between Dayville and Ontario, Malheur County, Section B of and designated in the records of this Department as Project No. 116, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 187,468.69 in lieu of the previous actual payment of $82,516.99 as the total estimated cost of Section B of said project, and the sum of $ 114,922.99 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 10th day of September one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

C. W. Warburton

ACTING *Secretary of Agriculture.*

8—4329

September 20, 1926.

FH 116-B

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate to cover inclusion of the additional surfacing required on the Bean Creek-Cow Valley Section, Oregon Project 116-B.

The special provisions for the work are being sent to you in connection with the estimate on Project 116-A. As stated in connection with that project, the unit price analysis will be sent to you as soon as received from the field.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP
Encl.

Oregon State Highway Department — Project No. 116-B

BEAM CREEK-DOG VALLEY SECTION OF THE JOHN DAY HIGHWAY

IN MALHEUR COUNTY

(Estimate with Special Provisions for surfacing from Beam Creek to Station 1014. Not as basis for Project Agreement.)

Salem, Oregon, September 20, 1916.

Surfacing, Beam Creek to Station 1014 - Not Contracted

6,000 cu.yds	Base Course Surfacing	$1.75	$11,000.00
6,000 cu.yds	Top Course Surfacing	1.65	12,000.00
4,650 cu.yds	Filler	.30	1,395.00
7,165 cu.yds	Filler Haul	.20	1,433.00

Surfacing, Station 1014 to 1722+56.6 - Contracted

13,000 cu.yds	Base Course Surfacing	$ 1.75	$22,750.00
13,000 cu.yds	Top Course Surfacing	1.75	22,750.00
4,500 cu.yds	Filler	.40	1,800.00
4,500 cu.yds	Filler Haul	.40	1,800.00
	Sub-total		$ 73,428.00
	10% Engr. & Cont.		7,640.80
	Total		$ 81,068.80

Length of Project = 20.303 Miles

Cost per Mile, Grading		$ 6,063.31
" " "	Br. over 20' Span	510.04
" " "	Surfacing	4,139.72
Total cost per mile		$ 10,713.07

Summary of Completed Work Performed on Project # 116-B, as shown by final voucher

Grading Items	$ 115,683.35
Bridges over 20' Span	10,355.16
Engineering and Contingencies	7,470.06
Total cost as shown by final voucher	133,458.79
Federal Aid Received	82,516.99

Summary of Completed and New Work

Original Project, Actual Cost	$ 133,458.79	Federal Aid	$ 82,516.99
New Work, Estimated Cost	84,048.80	" "	32,406.00
	$ 217,507.59		$ 114,922.99

PQ 116B

September 1st, 1926.

Standard Oil Company of California,
First National Bank Bldg.,
Walla Walla, Washington.

Attention: J. P. Croxen, District Sales Mgr.

Gentlemen:

In response to your request of the 31st ultimo, we wish to advise the following information in connection with the contract which was awarded to Kibler & Bartlett for the surfacing of the Ironside-Cow Valley Section of the John Day Highway in Malheur County.

This is State Highway Contract No. 883 and covered the surfacing of 16.6 miles. The date of award of this contract was May 25th, 1926. The date specified for completion is June 30th, 1927. The contract is in the amount of $65,375. The amount of the bond is $32,687.50. The bond was underwritten by the Metropolitan Casualty Insurance Company of New York, for whom Hansen & Rowland, Inc., of Oregon are the resident agents. Their office is at 1506 Yeon Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
FIRST NATIONAL BANK BLDG
II SOUTH SECOND STREET
P. O DRAWER 56

SALES DEPAPTMENT
J. P. CRUDEN
DISTRICT SALES MANAGER
H. W. MC CALLUM
ASSISTANT DISTRICT SALES MANAGER

WALLA WALLA, WASH.
August 31st, 1926.

RECEIVED

Oregon State Highway Commission,
Salem, Oregon.

Kibler & Bartlett
818 E. 1st.St. Albany,Ore.

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

Gentlemen: Attention:- Mr. H. B. Glaisyer, Chief Clerk

It is our understanding that the above contractor's have been awarded a contract for the graveling of a portion of the John Day Highway known as the Ironsides Cow Valley section.

In order that we may protect our interests in the furnishing of materials to this contractor, will you kindly favor us with a complete description of the contract, the amount involved, the name of the customer's surety, and about when the job will be completed.

Very truly yours,
STANDARD OIL COMPANY OF CALIFORNIA,

J. P. CRUDEN
District Sales Manager.

By J. P. Cruden

JJ:BMM
Credit

#883
Contract granted - Con Cadley - John Day Hwy
Contract 16.6 miles
Bond 32,687.50
Contract 65,375.00
Bond 32,687.50
Contract 65,375.00
Bond 32,687.50
Contract 65,375.00

Form 30—[illegible]—43—8-36.

09 116B

NOTED
State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date July 24, 1936

Job Name Ironside-Baker Valley

Week from 19 to 24

Mail Address Vale

Highway John Day

Telegraph or Telephone Address "

County Malheur Job Prefix 23PH

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

July 24. Cross Sec. Completed for Super Elev.

Contractor has 4 men and one truck setting up plant and Camp.

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title [illegible]

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... 4 *men,*

..... *teams,* ..... 1 *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

June 21, 1926

FH 116-B
Re-opened

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of revised estimate as basis for project agreement on the Beam Creek Creek-Cow Valley Section, Oregon Project No. 116-B, Re-opened. This estimate has been revised in accordance with your letter of the 17th instant.

With reference to the last paragraph of your letter, we beg to advise that the crown for the main travelled portion of the surfacing, 18 feet, will be two inches.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

Encl.

Oregon State Highway Department — Project No. 116-B Re-opened

BEAN CREEK-COW VALLEY SECTION OF THE JOHN DAY HIGHWAY

IN MALHEUR COUNTY

(Estimate as basis for re-opened project.)

Salem, Oregon, May 27, 1926

Surfacing, Station 1014 to 1722+56.6 - 13.419 miles

13,000	cu.yds	Base Course Surfacing	$ 1.75	$ 22,750.00
13,000	cu.yds	Top Course Surfacing	1.75	22,750.00
4,000	cu.yds	Grade "A" Filler	.40	1,600.00
4,000	cu.yds	Grade "B" Filler	.40	1,600.00
			Sub-total	$ 48,700.00
			10% Engr. & Cont.	4,870.00
				$54,000.00
			Plus Cost of Grading	132,567.42
				$ 186,567.42

Length of Project - 20.325 miles

Length of Surfacing 13.419 miles

Cost per mile - Grading	$ 6,550.96
Cost per mile - Surfacing	4,000.00
Total Cost per mile on section surfaced	10,550.96
Average cost per mile on entire project	9,180.15

Summary of completed work performed on Oregon Federal Aid Project 116-B as shown by final voucher

Total of construction items	$ 125,656.74
Engineering and Contingencies	6,900.68
Total cost as shown by final voucher	$ 132,557.42
Federal Aid Received	82,516.99

Summary of Completed and New Work

Original Project, actual cost	$ 132,557.42	Federal Aid	$ 82,516.99
New Work, estimated cost	54,010.00	" "	32,426.00
	$ 186,567.42		$ 114,942.99

CQ 116 B

June 8, 1926.

American Surety Company of New York,
W. A. King, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 823 for the construction of the Bear Creek-Lost Valley Section of the John Day Highway in Malheur County consisting of 11.65 miles of grading has been completed by the contractors, Drumm, Brown & Keller, and that final settlement will be made by the State with said contractors for work done under said contract on or after June 18th, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by said contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gleisner,
Chief Clerk.

Dict. by J. McFarland.

May 29, 1928.

FH 116 B
Reopened

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for agreement on the Bean Creek-Cow Valley Section, Oregon Reopened Project No. 116-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dict by J. W. DeSousa/AP

Encl.

Oregon State Highway Department

Project No. 116 - B
Re-opened

BEAM CREEK-DOG VALLEY SECTION OF THE JOHN DAY HIGHWAY
IN BAKER COUNTY

(Estimate as basis for re-opened project)

Salem, Oregon, May 27, 1936.

Surfacing, Station 1014 to 1722+56.5 - 13.419 Miles

13,000 cu.yds	Base Course Surfacing	$ 1.75	$22,750.00
13,000 cu.yds	Top Course Surfacing	1.75	22,750.00
4,000 cu.yds	Grade "A" Filler	.40	1,600.00
4,000 cu.yds	Grade "B" Filler	.40	1,600.00
		Sub-total	$ 48,100.00
		10% Engr. & Cont.	4,810.00
			$ 54,010.00
		Plus Cost of Grading	132,538.20
			$ 186,548.20

Length of Project - 20.005 Miles

Length of Surfacing 13.419 Miles

Cost per mile - Grading	$6,620.00
Cost per Mile - Surfacing	4,024.00
Total cost per mile on section surfaced	10,644.00
Average cost per mile on entire project	9,329.20

State Funds Available - Surfacing - $21,604.00

Federal Aid Requested - Surfacing - 32,406.00 (60%)

$ 54,010.00

May 26, 1926.

FR 116 B

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 25th inst., relative to the final voucher on the Beam Creek-Cow Valley Section, Oregon Project No. 116-B.

Upon receipt of your letter, we investigated the final profile upon this section, and find that the item of 15.0835 M-FBM Lumber and Timber on the Beam Creek-Lost Valley Unit should be decreased by 8.9623 M-FBM, leaving a balance of 6.91 M-FBM properly eligible for federal aid. The amount to be deducted is made up of 704 feet used in a timber flume at Station 734, and 8.2493 M-FBM used in a cattle pass at Station 916. The 6.91 M-FBM upon which federal aid is claimed covers construction of a 19 foot span at Station 1184+60. You will note by this that no cooperation is claimed upon the amount used at Station 804. This is occasioned by the fact that the materials were used on an existing county bridge.

The error in sending the original estimate to you was occasioned by the fact that contrary to our general custom, no notations were made on the final estimate to the effect that the particular quantities in question were used in flume and cattle pass construction.

We trust that instead of our having to remake the final voucher, it will be possible for you to pass the voucher as it now is, with an appropriate deduction for the excess quantities of lumber and timber shown.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dict by J. W. DeSouza/AP

Federal aid claimed $ 390.14

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

May 25, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In checking the final voucher for Oregon 116-B, Beam Creek-Cow Valley Section of John Day Highway, we note an over-run of 8.3633 M-FBM lumber and timber.

Checking back to the Resident Engineer's final estimate, we note that timber structures were substituted for pipes at Station 733+02 and at Station 916, but that no piling was used in these structures. Cattle Pass

Fume

As it will not be possible for us to go on the ground for the purpose of checking these items for at least two weeks, we would like to have you obtain for us a statement from your Division Engineer as to what type of structure was used, and the necessity for the change.

If these structures are cattle passes, to be paid for by the county as a part of the compensation for right-of-way, they are, of course, not eligible for Federal aid.

Very truly yours,

C. H. PURCELL, District Engineer,

By A. F. Morris Acting.

99 1163

5/20/26

MAY 22 1926

May 18, 1926.

Walhcar County.

FP 116 B
Re-opened

Purchase by State Highway ...,
New Post Office Building,
Port Ironside-Saw Valley Section-- East unit.

16.6 miles Surfacing.

Gentlemen:

Revised Estimate by H. G. Smith, Division Engineer.

Herewith we are submitting six copies of analysis of estimated surfacing prices for Ironside-Saw Valley Section, ... Project 116-B, re-opened.

1.	Embankment for Superelevation of Curves only	2,000 cu yds	.30	600.00
2.	Base Course surfacing	16,000 " "	1.85	29,600.00
3.	Top course surfacing	16,000 " "	2.60	32,000.00
4.	Maintenance materials	3,500 " "	1.40	4,900.00
5.	Grade "A" Filler	5,500 " "	.30	1,650.00
6.	Grade "B" Filler	5,500 " "	.40	2,200.00
			F. F. Tschert	70,950.00
			Plus 10% ---	7,095.00
				78,045.00

Based on 15% profit.

Yours ...

The following amounts not included in bid prices should be added to the budget for the job:

Stripping filler pits	2,000 cu yds at	.25	500.00
Filler haul	15,000 " yd mi	.20	3,000.00
			3,500.00

Budget for Job:

	78,045.00
	3,500.00
	81,545.00

May 18, 1926.

FR 116 B
Re-opened

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of analysis of estimated surfacing price for Ironside-Cow Valley Section, surfacing, Oregon Project 116-B, re-opened.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AF

Encls.

OREGON STATE HIGHWAY DEPARTMENT PROJECT 116 B - (Re-opened)

IRONSIDE-COW VALLEY SECTION OF THE JOHN DAY HIGHWAY

IN MALHEUR COUNTY

(Analysis of Estimated Surfacing Price)

Salem, Oregon, May 18, 1926.

Quarrying	$ .20
Crushing	.46
Hauling	.47
Placing & Finishing	.18
Overhead & Superintendence	.26
	$1.57
15% Profit	.23
Estimated Average Bid Price	$1.80

Form 3-C—A-1157—1M—5-26.

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
MAY 18 1926
STATE HIGHWAY COMMISSION

May 17, 1926.

1162 Required

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

East Unit--
Beam Creek-Cow Valley Section.
Re: Detailed Analysis of Costs.

Attention Mr. Probert.

Dear Sir:

In accordance with your request of recent date I am submitting detailed analysis of costs of the East Unit of the Beam Creek-Cow Valley section. This is to comply with the requirements of the Bureau of Public Roads.

Very truly yours,

H G Smith

Division Engineer.

HGS V

Incls.

Malheur County.
John Day Highway.
Ironside - Cow Valley Section.

Broken Stone Surfacing.

Length of Section -- 16.6 miles.

Detailed Analysis of Cost: (By H. G. Smith, Division Engineer)

35,500 cubic yards, total estimated output.

Based on production of 200 cubic yards per eight hour shift equals 178 shifts. Plus 10% lost time and 40 days for set-ups, equals 236 eight hour shifts.

Plant to start July first, 1926.

Item 1.	Overhead Charges:		
	(a)-- General Overhead:		
	Bidding expense	300.00	
	General office expense	300.00	
	Bond	1000.00	
	Interest on operating money	300.00	
	Industrial insurance	700.00	
	Traveling expense	300.00	2900.00
	(b)-- Local Overhead:		
	Salary of superintendent	2500.00	
	Salary of timekeeper	1500.00	
	Labor and material for camp	500.00	4500.00
Item 2.	Preliminary Expenses:		
	Plant erection-- labor-- 2 set-ups	1500.00	
	Plant erection-- materials	500.00	
	Freight and hauling	2000.00	
	Moving and dismantling	1000.00	5000.00
Item 3.	Drilling and Quarrying:		
	Labor-- Drilling and Loading	4000.00	
	Powder	3000.00	7000.00
Item 4.	Crushing:		
	Labor	6000.00	
	Fuel and supplies	4000.00	
	Repairs and rentals	6140.00	16140.00
Item 5.	Hauling:		
	90,000cu yd miles at 18¢		16200.00
Item 6.	Spreading, Processing and Maintenance:		
	Labor	2500.00	
	Rentals	2200.00	
	Fuel and supplies	500.00	
	Repairs and renewals	500.00	
	Teams	400.00	6100.00
Item 7.	Trimming Shoulders and Cleaning Ditches:		
	16.6 miles at $30.00	500.00	500.00

Summary

Item No. 1-- a-- General overhead	2900.00	.08
Item No. 1-- b-- Local overhead	4500.00	.13
Item No. 2-- Preliminary expenses	5000.00	.14
Item No. 3-- Drilling and Quarrying	7000.00	.20
Item No. 4-- Crushing	16140.00	.46
Item No. 5-- Hauling	16400.00	.47
Item No. 6-- Spreading, Processing and maintenance	6100.00	.18
Item No. 7-- Skimming Shoulders and Cleaning Ditches	500.00	.01
Total ---------	$58340.00	
Plus 15% ------	8751.00	
Grand Total ---	$67091.00	

May 14, 1926.

FR 116 B

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are returning to you four copies of corrected final voucher on the Bean Creek-Cow Valley Section, Oregon Project No. 116-B.

This voucher has been corrected from $10,133.17 to $10,182.67.

In accordance with your letter of the 12th inst.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

Dict by J. W. DeCoursa/AP

Encls.

10133.17
101 82.50
49

284

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1,

IN YOUR REPLY PLEASE
REFER TO FILE No.—— .

POST OFFICE BUILDING,
PORTLAND, OREG.

May 13, 1926.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are herewith returning final voucher for Oregon Federal aid project #116-B, Beam Creek-Cow Valley section, covering work performed during the period January 11, 1926, to March 31, 1926.

Under Engineering, the amount shown for August, 1925, H. G. Smith, Resident Engineer, 6/31 mo. at $225.00, is $44.52, which this figures as $43.55. This difference makes a change in numerous totals as shown in pencil on the triplicate copy.

Please correct and return to this office.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

OR 116-B

May 13, 1926.

Mr. H. G. Smith,
Division Engineer,
LaGrande, Oregon.

Dear Sir:

You will note that we have set the date of completion for the surfacing of the Ironside-Cow Valley section as June 30, 1927.

The matter of date of completion for this project was discussed with Mr. Klein, and it was decided that the setting of the date of completion as November 30 would not secure completion of the work this year unless we also specified the operation of two plants.

Completion by November 30, would allow only 123 working days, of which at least 15 days would be lost on account of moving the plant from one quarry to another, on account of breakdowns, etcetera. This would leave only 110 days for the production of 35,000 cubic yards of materials, which would require an average daily production of 300 cubic yards. We do not recall a single instance in connection with all of our surfacing operations that a production of this volume has been obtained for any considerable length of time.

On account of the moisture conditions, there would be an advantage in completing the project this year, but the same consideration would apply in connection with almost any project. The bulk of our surfacing work is necessarily performed during dry weather.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

May 12, 1926.

FH 116-B

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four copies of final voucher on the Bean Creek-Cow Valley Section, Oregon Project No. 116-B in the amount of $ 10,133.17.

We are now advertising the surfacing of a portion of this project for bids to be received on May 25, and we would like to have this final voucher put through in order that we may consider the grading of the project as finalled. We will then desire to re-open the project for co-operation on the surfacing, which method will have the advantage of enabling us to secure the final 10% cooperation on the grading at the present time without having to wait until the surfacing is completed. We trust that this matter will be considered satisfactory by you.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dict by J. W. DeSous/AP

Encl.

E 784

May 12, 1926.

PR 116 B
Resend

Mr. H. G. Smith,
Division Engineer,
LaGrande, Oregon.

Dear Sir:

In submitting the necessary data to the Bureau of Public Roads for cooperation on the surfacing between Bean Creek and Cow Valley, it is necessary that we supply them with an analysis of the estimated prices given in your estimate of March 1, for the surfacing. The prices given were $1.85 per cubic yard for base course surfacing, and $2.00 per cubic yard for top course surfacing.

In order that we may comply with the requirements of the Bureau, kindly send us your analysis of these prices at your early convenience.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP

May 12, 1926.

FH 116 B

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate for the surfacing of a portion of the Bean Creek-Cow Valley Section, Oregon Project No. 116-B. Four copies of special provisions and four copies of typical surfacing section are today being sent to you under separate cover. The analysis of the estimated surfacing price will be sent to you as soon as the necessary data is received from the field.

Your attention is called to the letter which we are today writing to you with the final voucher on Project No. 116-B, outlining the method in which we would like to handle the the closing of the project on the grading, and the re-opening for the surfacing.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

S
Dict by J. W. DeCoons/AR

Oregon State Highway Department Project 1163

Boone Creek-Cow Valley Section of the John Day Highway
in Malheur County

(Estimate with Surfacing Provisions. Not as basis for project agreement.)

Salem, Oregon, May 12, 1936.

Grading

Total cost of grading on which Federal Aid is computed as per final estimate $155,166.12

Surfacing - Sta. 1,014 to 1726+86.6 - 13.419 mi.

15,000 cu. yds.	Base Course Surfacing	$1.65	24,750.00
15,000 " "	Top " "	2.00	30,000.00
4,500 " "	Grade A Filler	.50	1,250.00
4,500 " "	Grade B Filler	.40	1,800.00
	Sub-total		104,966.12
	10% Engr. & Cont. on Surf.		5,250.00
			$191,766.12

Length of Project - 20.303
Length of Surfacing 13.419
Cost per mile - total grading $6,559.87
Cost per mile - surf. on section surfaced 4,360.98
Total cost per mile on section surfaced 11,020.87
Average cost per mile on entire project 9,442.20

State Funds available for surfacing		$23,408.00
Total Federal Aid, grading and surfacing	$118,019.75	
Federal Aid previously paid on grading	82,907.75	
Federal Aid requested for surfacing		35,112.00 (60%)
		$58,520.00

FORM 8 25758 10M-2-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR # 1163

OREGON STATE HIGHWAY COMMISSION
SALEM

LaGrande, Oregon.
April 2, 1926.

RECEIVED
APR 3 1926
OREGON

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Att'n: Mr. Probert.

Dear sir:

With regard to the 19 foot timber span at station 1184+53 on the Beam Creek - Lost Valley section.

This structure is primarily a water way but it has been slightly deepened and built in such a manner that it can be used as a cattle pass.

It was not our intention to charge anything to Malheur County for this pass as the pile trestle is called for on the profile at this site to handle the water.

I recommend that no charge be made against Malheur County for this structure.

Yours very truly,

H G Smith

Division Engineer.

WCS:B

March 30, 1926.

Mr. E. G. Smith,
Division Engineer,
LaGrande, Oregon.

Dear Sir:

In the final estimate for the Bean Creek-Lost Valley Section, it is stated that the 12 foot timber span at Station 1184+53 is to be used as a cattle pass.

Are we to understand from this order that a part or all of the cost of this structure is to be billed to the County?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

#611-230F
809-1166

March 22, 1926.

Fidelity & Deposit Company of Maryland,
G. H. Butsch, Agent,
Baker, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 611 for the construction of the Lost Valley-Cow Valley Section of the John Day Highway in Malheur County consisting of 8.68 miles of grading has been completed by the contractor Henry C. Boyer and that final settlement will be made by the State with said contractor for work done under said contract on or after March 31st, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by said contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

CC

Pg. 116 B
0523-238G

COMPANY'S
HOME OFFICE BUILDING

American Surety Company
of New York.

Capital $5,000,000.

F. W. Lafrentz,
President.

CHENEY, JENSEN, MARTINEAU & STEPHENS, COUNSEL

W. E. McKELL, MANAGER
F. B. HAMMOND, ASSISTANT MANAGER
W. D. HABISH, ASSISTANT MANAGER

BRANCH OFFICE FOR
UTAH, IDAHO, MONTANA AND NORTHEASTERN
NEVADA
1212-1217 WALKER BANK BUILDING
SALT LAKE CITY, UTAH,

GCW:EA

March 10th, 1926.

Re: 341355-B - Drummie, Brown & Toller to State of Oregon.

State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Your communication of March 3rd in connection with the above contract bond duly received. I wish to thank you for same.

We are attaching hereto our contract form letter. If you will kindly complete this form and return to us showing when work was completed, the full amount paid under this contract, etc., it will be appreciated.

Enclosed please find self addressed stamped envelope for your convenience in replying.

Yours very truly,

F. B. Hammond, Acting Manager.

By Geo. P. Williams

Pg. 1168

March 3, 1926.

Mr. A. J. Wesrick,
1600 Second Street,
Baker, Oregon.

Dear Sir:

In reply to your letter of the 26th ultimo requesting the name of the bondsman for Drumm, Brown & Toller in connection with their contract No. 825 for the grading of the Bean Creek-Lost Valley Section of the John Day Highway will say that the surety on their bond in this instance is the American Surety Company of New York for whom W. A. King is local agent. His office is in the Yeon Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gleimyer,
Chief Clerk.

HBG:JM
Ediphoned.

RECEIVED
MAR 3 1926

Baker, Ore. Feb. 28-26-

Oregon State Highway Com.
Salem. Oregon.

Sirs:- Kindly advise by return mail - who are the bondsmen for Drumm, Brown & Fallen on their job completed at Lonerock - Our taking contract and oblige

Yours truly
C. J. Waarich
1600 - 2nd St.

If in doubt write to Mr. Paddock

$10,000 Bond. Fidelity & Deposit Co. of Md.
Surety
W. A. Kemp

ANSWERED
H. B. O.

CC CC #823-23PA

FQ 116B

March 5, 1926.

American Surety Company of New York,
W. A. King, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Drumm, Brown & Toller on contract No. 823 for the construction of the Keno Oregon-Lost Valley Section of the John Day Highway in Malheur County. This payment will be made on or after March 15th, 1926.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleiger,
Chief Clerk.

Dict. by J. McFarland.

3-1-26

JR 116 B

16.6 miles Surfacing.

OREGON STATE HIGHWAY COMMISSION

Ironside-Cow Valley Section, SALEM

JOHN DAY HIGHWAY.

Estimate of cost by H. G. SMITH.

Item No.	Item	Quantity	Unit Price	Amount
1.	Base Course Surfacing	15200 cu. yds.	1.85	28,120.00
2.	Top Course Surfacing	15200 cu. yds.	2.00	30,400.00
3.	Maintenance materials	3300 cu. yds.	1.40	4,620.00
4.	Grade "A" Filler	5320 cu. yds.	.30	1,596.00
5.	Grade "B" Filler	5320 cu. yds.	.40	2,128.00
			Total---	66,864.00
	Plus 10% for engineering and contingencies-------- ----			6,686.40
				73,550.40

The following amount not included in the bid shall be added to the budget:

Stripping filler pits	2000 cu. yds.	at 25¢	500.00
Filler Haul	15000 yd.miles	at 20¢	3000.00
			$3500.00

(Estimate based on contractor's profit of 15%.)

Add:-

Embankment for Superelevation of Curves

2,000. cu.yds. @ .30 = 600.00

FORM 8 50788 10-4-2-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. M[illegible]LONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon,
February 20, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

23 PG
Re: Semi-Final Estimate.

Attention Mr. Probert.

Dear Sir:

I am sending herewith semi-final estimate for grading the Beam Creek - Lost Valley section of the John Day Highway in Malheur county, contract #823 held by Drummie, Brown and Tolley.

I would recommend release of all but three per cent of the retained percentage pending check of the final estimate in the Salem office.

Very truly yours,

H. G. Smith

Acting Division Engineer.

HGS V

Incls.

Form 20—W101—435—9-36.

PR 116 B

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED

Date Feb 13, 1936

Job Name Burnt-Lost Valley

Week from 2 to 13

Mail Address Ironside

Telegraph or Telephone Address Baker Through Unity

Highway John Day

County Malheur Job Prefix 23PG

Express and Freight Address Brogan

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

This job is finished except painting bridges and cleaning up grade lines.

Will finish final 1/2 middle of next week.

The main weather is taking the snow and ice.

The new grade to Unity is impassible except when frozen

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title Junior Engr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

STATE OF OREGON
HIGHWAY
SALEM

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Form 10—W&C—(2)—3-31.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

OQ-116 B

NOTED

State Highway Engineer

Date Jan 10, 1931

Job Name Last Valley-Con Valley Week from Jan 3 to Jan 9

Mail Address Ironside Ore.

Highway John Day Telegraph or Telephone Address "

County Malheur Job Prefix 23 PF Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Final estimate on this job Complete, except inking final records.

(See back of this sheet for instructions and detailed information.)

Signed .....

Title .....

GRADING CONSTRUCTION

Total miles of grading on project 8 63

Miles completed 8 63

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party 3

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about Complete

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 23 PF ..... Percentage 95%

Other jobs 23 PG ..... Percentage 5%

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

September 3, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #116-B, Beam Creek-Cow Valley section of the John Day Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. M. Davis
Acting

Form P. R. 2

State Oregon

Project No. 114, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 27th day of July, 1925

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 14th day of January, 1925, a project statement, which was approved by the Secretary on the 7th day of March, 1925, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 26th day of May 1925, and approved by the Secretary on the 18th day of August, 1925; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of eighty-seven thousand, two hundred sixty and 31/100

dollars ($ 87,260.31) as the share of the United States payable under said act on account of said Section 3 of project, which does not exceed 62.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1929.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department)

*(c) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(d) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 650+75 on Beem Creek at the east end of Section A of said project and survey station 1722+56.6 at the east end of Cow Valley about 8 miles west of Bregan and at the west end of Oregon Federal Aid Project No. 17, terminal points, a distance of 20.333 miles, known locally as the Beem Creek-Cow Valley Section of the John Day Highway between Dayville and Ontario, Malheur County, being Section B of Oregon Federal Aid Project No. 116.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that, immediately upon the completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of Section 3 of eighty-seven thousand, two hundred sixty and 31/100 dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of one hundred forty-five thousand, four hundred thirty-three and 86/100 Section 3 of dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in Section 3 of conformity to said plans and specifications.

RG 116 B

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county) of ..... (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county) of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,675.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chapter 237, Laws of 1917.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department.)

*(b) By the ..... upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing funds and probable amount annually available.)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

*(Strike out if not appropriate.)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 18th day of August, 1925.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department.)

By W. Luby
Chairman, State Highway Commission
(Title of officer.)

By .....
Member, State Highway Commission
(Title of officer.)

[SEAL.]

By Wm Malone
Member, State Highway Commission
(Title of officer.)

By .....
(Title of officer.)

By .....
(Title of officer.)

[SEAL.]

R. H. Dunlap
ACTING Secretary of Agriculture.

STRICKEN OUT

EXECUTE AGREEMENTS SEE PROJECT NO. 112-A
FOR AUTHORITY TO EXPEND FEDERAL AID HIGHWAY FUNDS

AR 116 A.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 650+75 on Beam Creek at the east end of Section A of said project and survey station 1722+56.6 at the east end of Dew Valley about 8 miles west of Bregan and at the west end of Oregon Federal Aid Project No. 17, locally known as the Beam Creek-Dew Valley Section of the John Day Highway between Dayville and Ontario, Malheur County, being Section B of Oregon Federal Aid Project No. 116, and designated in the records of this Department as Section B of Project No. 116, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $146,453.86 as the total estimated cost of Section B of said project, and the sum of $87,260.31 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 18th day of August one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap

ACTING *Secretary of Agriculture.*

GPO 8—4819

GWB

Form No. 31—12391—6M—6-28

RP 1168

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date July 20, 1928

Job Name Lost Valley — Cow Valley Jct. Week from July 13 to July 19

Mail Address Ontario Ore.

Highway Idaho Dau

Telegraph or Telephone Address

County Malheur Job Prefix 23 P C

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Mr. Craig Sub-Contractor Commenced Work on
[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] 1928

(See back of this sheet for instructions and detailed information.)

Signed H. Booth

Title Res. Engr

PR-116-B

GRADING CONSTRUCTION

Total miles of grading on project 8.6

Miles completed None

Miles completed except finishing None

Miles covered by contractor's forces 1

Miles cross-sectioned 4.5

Miles cross-sections completed and checked None

Miles to be remeasured

Number men in Engineering Party 4

Contractor's average force for week 6 men,

3 teams, steam shovels

Grading work will be completed about ?

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 23 PS Percentage 50

Other jobs 23 PG Percentage 50

Other jobs Percentage

Other jobs Percentage

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

OG-116 B

Date July 12, 1923

Job Name Baum Creek - Last Valley Week from July 5 to July 12

Mail Address Unity, Ore

Highway John Day

Telegraph or Telephone Address Unity, Ore

County Malheur Job Prefix 23 12 A

Express and Freight Address Unity, Ore

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Re-Run line from 650+75 to 776. from E56+50 E91

Run Levels from 650+75 to 750 Run Levels from E56+50 to E91

X-Section from 650+75 to 663 X-Section from E59+50 to EE9

Stake Channel Change from 659+50 to 665+50

C. Eneback - Sub Contractor getting up camp started clearing right of Way & grading Sat at Sta. 672

J.B. Harrison - Sub-Cont. getting up camp at Sta E56

D. Harrison - Sub-Cont. getting up camp at Sta E00.

(See back of this sheet for instructions and detailed information.)

Signed A H Smith

Title Res Engr

89-1168

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

JG-116 B

July 11, 1925.

County Court of Malheur County,
Vale, Oregon.

Gentlemen:

Herewith enclosed please find four copies of form of resolution which has been prepared to cover the cooperation between Malheur County and the state in connection with the grading of the Bear Creek-Lost Valley Section of the John Day Highway.

Will you kindly execute all four copies and return three of them to this office for our records and filest The fourth copy you may retain. As soon as this is done we will be pleased to see that you are supplied with a copy of the contract.

Will you also please see that this resolution is made a matter of record in the minutes of your county court proceedings?

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encls.

July 7, 1928.

FR 116-B

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement covering the Bean Creek-Cow Valley Section, Oregon Project No. 116-B.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AF

Encls.

Oregon State Highway Department — Project No. 116 B

BEAN CREEK-COW VALLEY SECTION OF THE JOHN DAY HIGHWAY

IN MALHEUR COUNTY

(Estimate as basis for Project Agreement. Based on Contract Prices.)

Salem, Oregon, July 2, 1926

BEAN CREEK-LOST VALLEY (11.675 Miles)

All Required	Clearing and Grubbing			$ 800.00
54,000 cu.yds	Common Excavation	.21		10,080.00
51,000 cu.yds	Intermediate Excavation	.38		11,780.00
46,000 cu.yds	Solid Rock Excavation	.86		39,560.00
150,000 sta.yd	Overhaul	.05		7,500.00
20 cu.yds	Class "A" Concrete	35.00		700.00
280 cu.yds	Dry Rubble	4.50		1,386.00
7.5 M-FBM	Lumber and Timber (Stalls)	70.00		525.00
150 lin.ft.	Piling (Sta. 1185)	2.00		300.00
300 lin.ft.	12" Concrete Pipe	1.35		405.00
1,600 lin.ft.	18" " "	2.40		3,900.00
400 lin.ft	24" " "	3.30		1,320.00
200 lin.ft.	36" " "	7.15		1,430.00
40 lin.ft.	12" Siphon Pipe	1.54		61.60
110 lin.ft.	18" " "	2.53		278.30
40 lin.ft.	24" " "	3.63		145.20

Bridges over 20' Span (Sta. 504,827,834,970,974)

72.5 M-FBM	Lumber and Timber	70.00	5,075.00
1,320 lin.ft	Piling	2.00	2,640.00
110 cu.yds	Rip Rap	2.50	275.00

LOST VALLEY-COW VALLEY (3.623 Miles)

All Required	Clearing and Grubbing		325.00
71,000 cu.yds	Common Excavation	.22	15,620.00
13,000 cu.yds	Intermediate Excavation	.38	4,940.00
7,500 cu.yds	Solid Rock Excavation	.75	5,625.00
2,500 yd.sta	Overhaul	.05	1,250.00
230 cu.yds	Dry Rubble	3.00	690.00
230 cu.yds	Rip Rap	3.00	690.00
1,650 lin.ft	12" Culvert Pipe	2.15	3,547.50
110 lin.ft.	24" " "	3.00	330.00
100 lin.ft.	36" " "	3.30	330.00

Bear Creek-Dog Valley Section of the John Day Highway. (continued)

Bridges over 20' Span -(Sta. 1572 and 1576)

20 M.F.B.M	Lumber & Timber	66.00	1,320.00
600 lin.ft	Piling	.55	330.00
20 cu.yds	Rap Rap	3.00	60.00
		Sub-total	$ 131,212.00
		10% Engr. & Cont.	13,221.26
			$ 145,433.26

Length of Project 20.303

Cost per mile $ 7,163.17

State Funds Available $ 58,173.26

Federal Aid Requested 87,260.51 (60%)

$ 145,433.26

FORM SA 37845 10M 6-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM June 16, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

ATTENTION .....

Mr. H. C. Boyer,
Ontario, Oregon.

Dear Sir:

We have today been advised by the State Industrial Accident Commission that you have not yet accepted the Oregon workmen's compensation act.

Please be advised that it is one of the requirements of this department that this act be accepted by all state highway contractors and that highway construction work be carried on in compliance with the terms of this law. Will you kindly give this matter your attention in connection with this contract and also in connection with any other state highway contracts which have been awarded to you?

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By H. B. Glaisyer

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Replying to the above will state that while the contract is in my name you will find the provisions of the State Industrial Accident Compensation carried and has been carried from the start of my work as Craig & Boyer, and has always been sent in the very first of each month.

Thanking you and knowing you will find this correct, I remain

Yours very truly,

H O Boyer

NOTICE
R. S. [illegible]

June 16, 1925.

Mr. H. C. Boyer,
Ontario, Oregon.

Dear Sir:

We have today been advised by the State Industrial Accident Commission that you have not yet accepted the Oregon workmen's compensation act.

Please be advised that it is one of the requirements of this department that this act be accepted by all state highway contractors and that highway construction work be carried on in compliance with the terms of this law. Will you kindly give this matter your attention in connection with this contract and also in connection with any other state highway contracts which have been awarded to you?

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

RQ 116B

H. S. SACKETT
CLERK OF COUNTY COURT
CLERK OF CIRCUIT COURT
COUNTY RECORDER

OFFICE OF

COUNTY CLERK, MALHEUR COUNTY

VALE, OREGON

June 16, 1925.

State Highway Commission,

Salem, Ore.

Dear Sirs:

I am inclosing herewith three copies of a resolution which was entered yesterday by the County Court of this county, in accordance with your request of the 10th inst.

Very truly,

H. S. Sackett

Clerk.

NOTED
H. B. G...

June 10, 1925.

County Court of Malheur County,
Vale, Oregon.

Gentlemen:

Herewith enclosed please find four copies of form of resolution which has been prepared to cover the cooperation of Malheur County and the State Highway Commission in connection with the construction of the Lost Valley-Cow Valley Section on the John Day Highway, beinghighway contract No. 811, awarded to H. C. Boyer of Ontario.

Kindly note that the $15,000 obligation of Malheur County is in conformance with the terms of the previous agreement which was later modified by Judge Duby in which Malheur County was to contribute $25,000 in 1925, $15,000 in 1926 and $10,000 in 1927.

Will you kindly execute all four copies and return three of them to our office for our records and files? The fourth copy you may retain for your files. We will see that you are supplied with a copy of the contract when the executed copies of the resolution are returned to us.

We wish also to request that you enter this resolution in the minutes of your county court proceedings.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encls.

FORM 3 55755 10M-5-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PG-116 B

OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon.
May 25, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Herewith estimates for grading the east and west units of the Beam Creek-Dow Valley Section of the John Day Highway in Malheur County.

Very truly yours,

P.H.B.

Division Engineer.

PHB M

Encls.

Malheur County.
John Day Highway.
Bam Creek-Cow Valley Section-- West Unit.

11.65 miles grading.

Engineer's estimate of cost:

Clering and grubbing	All required		400.00
Common excavation	86,000 cu yds	.20½	17,630.00
Intermediate excavation	31,000 " "	.45	13,950.00
Solid rock excavation	46,000 " "	.95	43,700.00
Overhaul -- station --	150,000 " "	.04	6,000.00
Class "A" concrete	20 " "	30.00	600.00
Dry rubble	300 " "	5.00	1,500.00
Rip rap	110 " "	3.00	330.00
~~Lumber and timber~~	~~1,700 lin ft~~	~~xxxx~~	~~xxxx~~
Lumber and timber	80 M-FBM	70.00	5,600.00
Timber piling	1,700 lin ft	1.10	1,870.00
12" concrete culvert pipe	300 lin ft	1.40	420.00
18" " " "	1,650 " "	2.45	4,042.50
24" " " "	400 " "	3.45	1,380.00
36" " " "	200 " "	7.50	1,500.00
12" " " siphon "	40 " "	1.60	64.00
18" " " " "	110 " "	2.65	291.50
24" " " "	40 " "	3.80	152.00
12" corr. galv. iron pipe- culvert	300 " "	1.50	450.00
18" " " " " "	1,650 " "	2.75	4,537.50
24" " " " " "	400 " "	3.75	1,500.00
36" " " " " "	200 " "	7.00	1,400.00
12" " " " " siphon	40 " "	2.00	80.00
18" " " " " "	110 " "	3.25	247.50
24" " " " " "	40 " "	4.25	170.00

Using concrete pipe ----------	99,450.00
Engineering and contingencies-- 10% -------	9,943.00
	109,393.00

Using corr. galv. iron pipe ----------	99,965.00
Engineering and contingencies-- 10% -------	9,996.50
	109,961.50

(Based on 15% profit to contractor.)

Malheur County.
John Day Highway.
Beam Creek-Dow Valley-- East Unit.
8.63 miles grading.

Engineer's estimate of Cost:

Clearing and grubbing	All required		300.00
Common excavation	71,000 cu yds	.19	13,490.00
Intermediate excavation	1,000 " "	.48	6,240.00
Solid Rock excavation	7,500.0 " "	.98	7,350.00
Overhaul-- station --	25,000 " "	.05	1,250.00
Dry rubble	230 " "	5.00	1,150.00
Rip rap	250 " "	3.00	750.00
Lumber and timber	30 M-FBM	70.00	2,100.00
Timber piling	600 Lin ft	1.10	660.00
18" concrete culvert pipe	1,650 lin ft	2.45	4,042.50
24" " " "	110 " "	3.45	379.50
36" " " "	100 " "	7.50	750.00
18" corr. galv. iron culvert pipe	1,650 " "	2.75	4,537.50
24" " " " "	110 " "	3.75	412.50
36" " " " "	100 " "	7.00	700.00

Using concrete pipe ----------	38,462.00
Engineering and contingencies-- 10% -----	3,846.20
	42,308.20
Using corr. galv. iron pipe ----------	38,940.00
Engineering and contingencies-- 10% -----	3,894.00
	42,834.00

Based on 15% profit to contractor.

Est Bid $800.00 for both
units to Contractor.

La Grande
May 25-1925
8:00 P.M.

Roy A. Klein
State Highway Engineer
Salem Oregon.

S.H. Probst

Dear Sir:-

Herewith
Estimate of cost
for grading the
East & West Units
of the Beam Creek
Cow Valley Section
of the John Day
Highway in Malheur Co.

Yours
Roy Roseland
Div. Engr

	462.00
	846.20
	308.20
	940.00
	894.00
	834.00

Based on 15% profit to contractor.

Note:
In case one contractor
bids to receive both Units
reduce total of estimate 800.00

Roy

Malheur County.
John Day Highway.
Beam Creek-Sow Valley— East Unit.
8.63 miles grading.

Engineer's estimate of Cost:

Clearing and grubbing-	All required		1,500.00
Common excavation	71,000 cu yds	.19	13,490.00
Intermediate excavation	13,000 " "	.48	6,240.00
Solid Rock excavation	7,500.0 "	.98	7,350.00
Overhaul— station —	25,000 " "	.05	1,250.00
Dry rubble	230 " "	5.00	1,150.00
Rip rap	250 " "	3.00	750.00
Lumber and timber	30 M-FBM	70.00	2,100.00
Timber piling	600 Lin ft	1.10	660.00
18" concrete culvert pipe	1,650 lin ft	2.45	4,042.50
24" " " "	110 " "	3.45	379.50
36" " " "	100 " "	7.50	750.00
18" corr. galv. iron culvert pipe	1,650 " "	2.75	4,537.50
24" " " " " "	110 " "	3.75	412.50
36" " " " " "	100 " "	7.00	700.00
Using concrete pipe ----------			36,462.00
Engineering and contingencies— 10% -----			3,846.20
			42,308.20
Using corr. galv. iron pipe ----------			36,940.00
Engineering and contingencies— 10% -----			3,894.00
			42,834.00

Based on 15% profit to contractor.

Note! In case one contractor bids to receive both Units $800.00 reduce total of estimate $800

Malheur County.
John Day Highway.
Bear Creek-Cow Valley Section-- West Unit.

11.65 miles grading.

Engineer's estimate of costs:

Clering and grubbing	All required		400.00
Common excavation	86,000 cu yds	.20½	17,630.00
Intermediate excavation	31,000 " "	.45	13,950.00
Solid rock excavation	46,000 " "	.95	43,700.00
Overhaul -- station --	150,000 " "	.04	6,000.00
Class "A" concrete	20 " "	30.00	600.00
Dry rubble	300 " "	5.00	1,500.00
Rip rap	110 " "	3.00	330.00
~~Lumber and timber~~	~~xxxxxxxxxxxx~~	~~xxxxx~~	~~xxxxxxxxx~~
Lumber and timber	80 M-FBM	70.00	5,600.00
Timber piling	1,700 lin ft	1.10	1,870.00
12" concrete culvert pipe	300 lin ft	1.40	420.00
18" " " "	1,650 " "	2.45	4,042.50
24" " " "	400 " "	3.45	1,380.00
36" " " "	200 " "	7.50	1,500.00
12" " siphon "	40 " "	1.60	64.00
18" " " "	110 " ",	2.65	291.50
24" " " "	40 " "	3.80	152.00
12" corr. galv. iron pipe- culvert	300 " "	1.50	450.00
18" " " " " "	1,650." "	2.75	4,537.50
24" " " " " "	400 " "	3.75	1,500.00
36" " " " "	200 " "	7.00	1,400.00
12" " " " siphon	40 " "	2.00	80.00
18" " " " "	110 " "	3.25	247.50
24" " " " "	40 " "	4.25	170.00

Using concrete pipe ----------	99,450.00
Engineering and contingencies-- 10% -------	9,943.00
	109,373.00
Using corr. galv. iron pipe ----------	99,965.00
Engineering and contingencies-- 10% -------	9,996.50
	109,961.50

(Based on 15% profit to contractor.)

Note! In case one contractor bids to receive both Units reduce total of bids $800.00

May 21, 1926

FR 116B

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate and four copies of special provisions to accompany plans on the Bear Creek-Ochoco Valley Section, Oregon Project No. 116B.

Four blue print sets of plans and one original set of cross-sections are today going forward to you under separate cover. You will note that the cross-sections which we are sending are not according to form. This is occasioned by the fact that they were incorrectly made up in the field and it has not been possible for us to cut them down to standard size Federal Aid sheets.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer.

Dict. by J. F. DeCourcy:L
Enc.

OREGON STATE HIGHWAY DEPARTMENT

PROJECT NO. 118 B.

Bear Creek-Cow Valley Section of the
John Day Highway in Malheur County.
(Estimate with plans. Not on basis
for project agreement.)

Salem, Oregon May 15, 1928

MAIN CREEK-LOST VALLEY (WEST UNIT) 11.675 Mi

All Required		Clearing and Grubbing		200.00
84,000	Cu.yds.	Common Excavation	.24	20,160.00
31,000	Cu.yds.	Intermediate Excavation	.48	14,880.00
44,000	Cu.yds.	Solid Rock Excavation	1.00	44,000.00
150,000	Sta.Yds.	Overhaul	.04	6,000.00
20	Cu.yds.	Class A Concrete	35.00	700.00
300	Cu.yds.	Dry Rubble	4.00	1,200.00
110	Cu.yds.	Rip Rap	3.00	330.00
80	M-FBM	Lumber & Timber	70.00	5,600.00
1,700	Lin.Ft.	Lumber Piling	1.25	2,125.00
300	Lin.Ft.	12" Culvert Pipe	1.50	450.00
1,680	Lin.Ft.	18" Culvert Pipe	2.40	4,320.00
400	Lin.Ft.	24" Culvert Pipe	3.70	1,480.00
200	Lin.Ft.	30" Culvert pipe	5.60	1,120.00
40	Lin.Ft.	12" Siphon Pipe	2.00	80.00
110	Lin.Ft.	18" Siphon Pipe	3.25	357.50
40	Lin.Ft.	24" Siphon Pipe	4.50	180.00
		Sub-total (West Unit)		106,382.50

LOST VALLEY-COW VALLEY (EAST UNIT) 8.628 Mi.

All Required		Clearing and Grubbing		200.00
71,000	Cu.yds.	Common Excavation	.23	16,330.00
13,000	Cu.yds.	Intermediate Excavation	.50	6,500.00

7,800	Cu.Yds.	Solid Rock Excavation	1.10	8,580.00
25,000	Stn.Yds.	Overhaul	.06	1,500.00
250	Cu.yds.	Dry Rubble	6.00	1,500.00
250	Cu.yds.	Rip Rap	3.00	750.00
30	M-FBM	Lumber & Timber	70.00	2,100.00
800	Lin.Ft.	Timber Piling	1.25	750.00
1,650	Lin.Ft.	18" Culvert Pipe	2.40	4,260.00
110	Lin.Ft.	24" Culvert Pipe	3.70	407.00
100	Lin.Ft.	36" Culvert Pipe	5.00	500.00
		Sub-total (East Unit)		45,017.00
		Sub-total (both Units)		140,340.00
		10% Engr. & Cont.		14,034.43
		Total		164,374.43

Length of Project 20.305 miles

Cost per mile $8,091.43

FORM 22 22510 10M-1-34

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND,
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

La Grande, Oregon.
April 18, 1935.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Beaver Creek-Lost Valley
Lost Valley-Cow Valley
Advertising Data.

Dear Sir:

I am sending herewith tracing of profiles and map, sketch maps and cross-section sheets of the Beaver Creek-Lost Valley and the Lost Valley-Cow Valley sections of the Baker-Bay Military Highway in Malheur County.

Under a previous arrangement with Mr. Klein I divided this into two units, the Beaver Creek-Lost Valley section being 11.61 miles in length, and the Lost Valley-Cow Valley section being 6.63 miles in length. Mr. Klein thought the Commission might want to put the projects on at different times, however, bids have been ordered to be received on both projects at the same meeting. Personally, I believe it is better to have the two projects come up at the same time, as the information for surfacing next year. Furthermore, the certain projects may not embrace with the present projects.

In this connection I believe it is better business to have the sections divided into two projects, because we may receive better bids by doing, in that one long project would perhaps eliminate the small contractor. I have found that a ten mile unit is about the length for profile rolls. I have put two of the profiles into about five mile sections on certain jobs. My experience, and that of my resident engineers, is that this is too small as it makes too many sections of profile to be carrying around, whereas, much longer than a ten mile section makes it burdensome to be rolling and unrolling. There is probably a difference of opinion on this matter, but I have the consensus of opinion among my resident engineers.

I will refer to the engineers on this project advising that you may send material, however, little can be gained by crossing the Malheur River (Cow Valley) [illegible] cross-over maps and [illegible]

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND,
W. H. MALONE, CORVALLIS } COMMISSIONERS

AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

Cream Creek-Lost Valley-Cow Valley--Probert--2.

the dr we are n . wide enough for loops. A broken alignment through here would only mean a later revision.

..ith regard to the grade line advise that little could be gained by chopping the grade line, but very much injury could be done to the appearance of the job by so doing. The gradeare is heavy, but the classification is low.

..y estimates of costs on both projects discloses th the unit costs per mile for grading to be just a little over $7,000. per mile, which is not, I believe, excessive. The heavy brow section in Cow Valley necessitated by drainage conditions, and the heavy cuts through the broken Lost Valley country makes the work very attractive, from the contractors stand point, so that unit prices will I believe be very reasonable.

I am inclosing herewith the special provisions, and also the estimates of costs on both projects.

Yours very truly,

Division Engineer.

H P

IHB

Malheur County.
John Day Highway.
Beam Creek-Lost Valley--Project #1.
11.65 miles grading.

RECEIVED
APR 30 1925

Estimate of cost by J. V. Bolton:

Clearing and grubbing	All required		300.00
Common excavation	36,000 cu yds	.24	20,640.00
Intermediate excavation	31,000 " "	.46	14,880.00
Solid rock excavation	47,000 " "	1.00	~~47~~ 46,000.00
Overhaul-- station	150,000 " "	.04	6,000.00
12" culvert pipe	300 lin ft	1.50	450.00
18" culvert pipe	1,650 " "	2.60	4,290.00
24" culvert pipe	400 " "	3.70	1,480.00
30" culvert pipe	200 " "	5.60	1,120.00
12" siphon pipe	40 " "	2.00	80.00
18" siphon pipe	110 " "	3.25	~~375.50~~ 357.50
24" siphon pipe	40 " "	4.50	180.00
Dry rubble masonry	300 cu yds	6.00	1,800.00
Class "A" concrete	20 " "	35.00	700.00
Lumber and timber	~~80~~ M-ft	70.00	~~5,320.00~~ 5,600.00
Piling	1,700 lin ft	1.25	2,125.00
Rip rap	110 cu yds	3.00	330.00
			~~107,070.50~~ 106,332.50
Plus ten per cent for engineering and contingencies ------			~~10,707.05~~
			~~117,777.55~~

(Based on low profit)

4/29/25

[illegible] County.
John May Highway.
Lost Valley-Cow Valley Section--Project #2.
3.6[illegible] miles grading.

FILED
APR 30 1925

Estimate of Cost by P. W. Paddock.

Clearing and grubbing	All required		200.00
Common excavation	71,000 cu yds	.25	17,750.00
Intermediate excavation	13,000 " "	.50	6,500.00
Solid rock excavation	7,500 " "	1.10	8,250.00
Overhaul-- station	25,000 " "	.06	1,500.00
12" culvert pipe	1,650 lin ft	2.60	4,290.00
24" culvert pipe	110 " "	3.70	407.00
36" culvert pipe	100 " "	5.60	560.00
Dry rubble masonry	230 cu yds	6.00	1,380.00
Rip rap	250 " "	3.00	750.00
Lumber and timber	~~28~~ 30 M-FBM	70.00	~~1,960.00~~ 2,100.00
Timber piling	600 lin ft	1.25	750.00
			~~43,017~~
			~~42,877.00~~
Plus ten per cent for engineering and contingencies ---------			~~4,287.70~~
			~~47,164.70~~

(Based on 15% profit)

V\20\22

Malheur County.
John Day Highway.

Beam Creek-Lost Valley and
Lost Valley-Dow Valley Sections.

APR 30 1925

Two Projects on the John Day Highway in Malheur County.

Bids for the work described below will be received by the State Highway Commission of the State of Oregon, at Room 500, Multnomah County Court House, Portland, Oregon, at Two o'clock P. M. on the _____ day of May, 1925.

DESCRIPTION OF WORK TO BE DONE:

Location:---

The work upon which bids are to be received consists of two projects, both of which are located on the John Day Highway in Malheur county.

Project No. 1, known as the Bear Creek-Lost Valley section, extends from station 650 + 75, which station is approximately twelve miles east of Unity, in an easterly direction, a distance of 11.67 miles, to station 1267 + 00, which station is in Lost Valley, and is approximately seven miles west of Brogan.

Project No. 2, known as the Lost Valley-Dow Valley section, starts from station 1267 + 00 in Lost Valley, as before described, easterly to station 1755 + 50, which station is the east end of Dow Valley, and makes a connection with the graded Dow Valley section, being approximately eight miles west of Brogan, a distance of 9.07 miles.

Length and Kind of Work:

Project No. 1 -- 11.67 miles grading.
Project No. 2 -- 9.07 miles grading.

PROJECT NAMES.

In the plans and specifications the projects are referred to both by names and numbers, the corresponding names and numbers being as follows:

Project No. 1 -- Bear Creek - Lost Valley Section.
Project No. 2 -- Lost Valley - Cow Valley Section.

BIDDER MAY SUBMIT BIDS UPON
ANY ONE OR BOTH OF THE
TWO PROJECTS.

The bidder may bid upon one or both of the two projects, and he may qualify his bid so as to preclude the possibility of his receiving an award on either project unless he is awarded both. He may also bid lump sum amounts by which he may reduce the sum of his two bids in consideration of his being awarded both projects.

His itemized bid for either project, unless otherwise qualified by appropriate entries in the qualification clauses listed upon the sheets inserted in the latter part of the proposal form, is understood to set out the unit prices which are to apply to the work on that project whether he is to be awarded the one project or both. If the bidder would not wish to accept the award of either project by itself this fact must be indicated in the qualification clauses referred to.

If in the bidders opinion he can effect a saving in cost by being awarded both projects he may accomplish this by bidding a lump sum reduction to be made from the sum of his two bids provided he is awarded both. Spaces in which to enter such lump sum deductions of the bids will be found in the latter part of the proposal form.

Lump sum reductions bid, if any, will be [illegible] from the final or semi-final estimates, the total of the reductions being prorated between the projects in the [illegible] to the totals of their amounts, unless, however, it is the opinion of the engineer that the reduction is [illegible] or that the reduction should be applied at such time [illegible] the lump sum deduction.

In considering bids the State Highway Commission will take into consideration the combined cost of both projects as well as the cost of each individual project, and the low bidder upon any one project will have no claim upon the award of a project, if the acceptance of his bid upon that project would result in a higher total cost for both projects.

The surety bond furnished by the contractor must be the bond of an incorporated surety company, licensed to transact business in the State of Oregon. Personal surety will not be accepted.

The work to be done under the contract or contracts shall be completed as follows:

The work on Project No. 1 shall be completed on or before January 1, 1926.

The work on Project No. 2 shall be completed on or before June 1, 1926

SPECIFICATIONS:

The work to be done shall be performed and paid for in accordance with the general provisions and specifications given in the standard specifications and contract agreement form issued by the Oregon State Highway Department under date of June 1, 1924, supplemented and qualified by the following provisions and by the accompanying plans.

SPECIAL PROVISION

To be Incorporated in the Contracts
For all Projects upon which Bids are
To Be Received on April 23rd, 1925.

APR 30 1925

Annulment of Contract:

The "annulment of contract" clause given on pages 10 and 11 of the contract agreement form shall, in this contract, be inoperative, and shall be superceded by the following clause:

If the contractor fails to begin the work under contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of said work, or shall perform the work unsuitably or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Engineer shall give notice in writing to the contractor and his surety, of such delay, neglect, or default, specifying the same, and if the contractor, within a period of ten (10) days after such notice shall not proceed in accordance therewith, then the Engineer shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable, and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the Highway Commission, together with the costs of completing the work under contract, shall be deducted from any moneys due or which may become due said contractor. In case the expense so incurred by the Highway Commission shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety shall be liable and shall pay to the State the amount of said excess.

SIPHONS

Construction Details:

Siphons shall be constructed in accordance with the standard plan attached.

Yale-Ontario Section #2

The inlet and outlet basins shall be of Class "A" concrete. The pipe connecting the basins shall be concrete or corrugated iron, as may be ordered by the Engineer.

Concrete pipe for use in siphons shall conform in every respect to concrete pipe for use in culverts, and shall be laid in accordance with the same specifications, except that each joint shall be provided with a cement mortar collar to prevent leakage. The cement mortar collar shall be twelve (12) inches in width by three (3) inches in thickness, and shall be made of a cement mortar consisting of one part of Portland cement to one part of sand, the cement and sand conforming to the specifications for cement and sand for use in Class "A" Concrete. The cement mortar collars must be very carefully constructed and must provide absolutely water tight joints.

Corrugated iron pipe for use in siphons shall conform in every respect to corrugated iron pipe for use in culverts, except that all seams and joints shall be closely rivited and soldered.

The use of coupling band joints will be permitted only with special authority from the Engineer, and when that type of joint is used, there shall be wrapped under the coupling band four thicknesses of heavy burlap, thoroughly treated with hot bitumen.

Measurement and Payment:-

The end basins for siphons will be paid for on a yardage basis at the unit price bid for Class "A" concrete. The pipe between the end basins will be paid for at the price bid for concrete siphon pipe or for corrugated iron pipe, as the case maybe. Payment for the end basins and pipe shall be understood to comprise full payment for the siphon in place, including cement mortar collars and backfilling of excavation, but not including the original excavation, which will be paid for at the price bid for the appropriate classes of excavation.

[illegible] BIDS ON CULVERT PIPE

Bidders are requested to submit alternate bids on the concrete and corrugated iron types of culvert pipe and siphon pipe. Which of the two types will be used will be determined by the Highway Commission at the time the contract or contracts are awarded.

DRY RUBBLE

Work to Be Done:

Under this item the contractor shall construct dry rubble headwalls, shall pave with rock the slopes and ditches at the ends of culverts, and shall perform such other work of a similar nature as the engineer may direct.

Materials:

Rock for dry rubble shall be clean, durable rock, of sizes and shapes suitable for the work to be done.

Details of Construction:

The ground or slopes upon which dry rubble is to be placed shall be shaped up and prepared as may be necessary to provide suitable foundation, and so as to require the minimum amount of rock to give finished work of proper strength and form.

The rock shallbe hand placed in such manner as to give uniformly smooth and even exposed surfaces. Interstices shall be filled with spalls. All work shall be done in a workmanlike manner and in accordance with the direction of the engineer.

Measurement and Payment:

Dry rubble shall be paid for at the price bid per cubic yard for that item, and the quantity to be paid for shall be the number of cubic yards in the completed work.

Where suitable rock is not available from the roadway excavation, it shall be excavated from such points as the engineer may designate, and such excavation as is necessary in the procurement of suitable rock will be paid for at the unit prices bid for roadway excavation. The bid price for dry rubble shall include the hauling of rock up to a distance of one-half mile. Hauling in excess of one-half mile shall be paid for at the rate of twenty-five (25) cents per yard mile. The number of yards of rock hauled shall be taken to be the same as the number of yards of dry rubble built therefrom.

[illegible]

ADDITIONAL ALTERNATES.

This proposal is submitted with the understanding that:

a. The bidder will ..... accept the award of Project No. 1 by itself.

b. The bidder will ..... accept the award of No. 2 by itself.

c. The bidder will ..... accept the award of both projects only.

NOTE:

If the bidder would not wish to accept the award of ~~some other one~~ either of the two projects by itself, or if he would not wish to accept the award of both units, he should so indicate by writing the word "not" in the proper space on spaces above.

[illegible]

a. If awarded contracts for both projects, the bidder will make [illegible] reduction of:

_____ dollars ($ _____)

in the total of his bids for both units.

[illegible]

FORM 0 23755 10M-8-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

23 V 8

La Grande, Oregon,
April 27, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Plans for Beam Creek-
Lost Valley-Cow Valley
Sections in Malheur Co.

Attention Mr. Probert.

Dear Sir:

In answer to your telegram in regard to submission of advertising data for the above sections, which it is proposed to advertise for the next meeting, advise that the surveys for these projects were completed last year. I made final inspection of the work in the late fall, checked the drainage, classification, etc. However, there were several deep cuts that in my opinion necessitated additional investigation in order to arrive at a preliminary classification that would approximate the final estimate. In accordance with this finding I instructed Smith to have sufficient excavations made to disclose the kind of material so a closer classification could be made. Immediately subsequent to this excavation the snow fell and prevented further examination. Unfortunately it was necessary for me to undergo an operation for appendicitis this spring and I have not as yet gotten in proper condition to walk the 10 or 15 miles necessary to make the examinations.

In talking this job over with Mr. Klein I understood it would probably be let at the June meeting and had anticipated making an investigation about the middle of May. However, since the work in this division is rapidly increasing I have been forced to delegate some of the details of my work to the engineers in order to keep on top of the major features, so have requested Smith to make this classification. I expect his report in tomorrow and will mail you all the information you desire, including maps, cross-sections, profile, sketch map, special provisions and estimate of costs possibly tomorrow, and in any event not later than Wednesday the 29th.

I trust you will receive this information in sufficient time for you to consummate the completion of the plans necessary for the Bureau of Public Roads.

Very truly yours,

H. B. Bald

Division Engineer.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

Night Letter

Receiver's No.

Check

Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 25, 1936

Mr. R. K. BALDOCK,
DIVISION ENGINEER,
LA GRANDE, OREGON.

BLACK CREEK COW VALLEY PROJECT IS ESSENTIAL AID STOP HUGH MAYS AND PRESTLEE.

ROY A. KLECK

SEP 2

PR#

CONTRACT # 814, 839,
868,

PR 62-B Meacham Overcrossing 1925-1927

814.839.968

PRR-62B

August 8,1927

Mr. George Mercer, Adjuster,
Aetna Casualty and Surety Company,
Yeon Building,
Portland, Oregon.

Dear Sir:

Replying to your inquiry of the 1st inst. in which you request the date of completion of the contract awarded to Homer Johnson for the surfacing of the Hanahan overcrossing approaches, wish to say that this date is July 15, 1926. The official date of acceptance of the contract is considered by this department to be the same as the date of completion, in this case, July 15,1926.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Sinclayer
Chief Clerk

HBC:L

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B BRAINARD PRESIDENT.

BATES, LIVELY & PEARSON
GENERAL AGENTS
YEON BUILDING
GEORGE A. MERCER, ADJUSTER

PORTLAND, ORE.
August 1, 1927.

Mr. Roy A. Klein, State Highway Engineer,
State House,
Salem, Oregon.
Attn. H. B. Glaisyer, Chief Clerk.

Dear Sir:

You will recall that we bonded Mr. Homer Johnson in connection with the construction of the over-crossing at Metcham in Umatilla County.

We have had previous letters from your office, in which it was indicated that this work was actually completed on July 19, 1926. We are anxious to find out, however, upon what date this work was accepted by the State Highway Engineer, and will appreciate that information at your early convenience.

Thanking you in advance for this information, I am

Yours very truly,

GEORGE A. MERCER, ADJUSTER

By Carl V. Mantz

CVM/B

5. 1926

ANSWERED
H. B. G.

#868-3-pc-4
PR-62B

July 9th, 1927

Aetna Casualty & Surety Company.
Ekon, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find notice by Bowers & Bowers covering the payment and release of their claim against Homer Johnson in connection with Mr. Johnson's contract for the construction of the Over-crossing at Meacham in Umatilla County.

This information is given you as you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Kleinsorge,
Chief Clerk.

JM

July 6th, 1927

Mr. Homer G. Johnson,
Alamo, Oregon.

Dear Sir:

Enclosed herewith please find notice by Bowers & Bowers covering the payment and release of their claim against you in connection with your contract for the Meacham Over-crossing in Umatilla County.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. A. Kinleyer,
Chief Clerk.

JS

July 6th, 1927

Wm. Sim A. Kozer,
Secretary of State,
Building.

Dear Sir:

Attention: H. J. Enos, Filing Division.

This will acknowledge receipt of yours of the 30th ultimo in which you enclosed three copies of notice by Bowers & Bowers covering the payment and release of their claim against Homer Johnson& work work known as the Meacham Over-crossing surfacing in Umatilla County, Oregon.

We have today sent notice of release to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Gleiger,
Chief Clerk.

HBG:JS

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

June 30, 1927

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr.H.B.Glaisyer,Chief Clerk)

You are respectfully advised that we are enclosing three copies of a notice by Bauers & Bauers covering the payment and release of their claim, dated September 7, 1926, against the bond taken from Homer Johnson and the Aetna Casualty and Surety Company for the work known as the Meacham over-crossing surfacing in Umatilla County, Oregon.

Kindly adknowledge receipt of the copies in due course, and oblige,

Yours very truly,

Filing Division,

By N. J. Haas

Encls.

NH.CS

BAUERS & BAUERS
General Contractors
Dayton, Washington

Secretary of State
Salem,Oregon.

June 25,1927

Dear Sir:-

Notice is hereby given that that certain claim filed by Bauers & Bauers against the bond taken from Homer Johnson and the Aetna Casualty and Surety Company for the work known as the Hamilton over-crossing surfacing in Umatilla County,which claim was dated September 7,1926,and filed in your office,has been paid,and the same is hereby released.

Bauers & Bauers

By CARL BAUERS

636 Astor

ENDORSED:
File No. 536.
Filed June 27, 1927, SAM A. KOZER, Secretary of State.

PR# 62B

June 23,1927

Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of a notice that has been filed in the office of the Secretary of State by the Kengert Construction Co., it being their claim against Homer J. Johnson and is for furnishing a rock crushing plant in the sum of $1177.93 in connection with their contract for surfacing the approaches of the Meacham overcrossing in Umatilla County.

This information is given you at the request of the Secretary of State as you appear as surety in the bond furnished by Homer J. Johnson in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Gleiayer
Chief Clerk

HBG:L
Enc.

June 25,1927

Homer G. Johnson,
Roseburg,
Oregon.

Dear Sir:

We hand you herewith a copy of notice of claim that has been filed in the office of the Secretary of State, it being that of the Newport Construction Company and is for furnishing a rock crushing plant in the sum of $1177.00, in connection with your contract with the work of surfacing the approaches of the Meacham Overcrossing in Umatilla County.

This notice is sent you at the request of the Secretary of State. Will you please give it your attention.

Very truly yours,

ROY AKELIEN
State Highway Engineer

By
H. B. Gleásyer
Chief Clerk

HBG:L
enc.

June 23,1927

Hon. S. A. Keser,
Secretary of State,
Office.

Attention M. J. Hans

Dear Sir:

We acknowledge receipt of your letter of the 18th inst. in which you enclose three copies of a notice of the claim of the Newport Construction Company against Homer G. Johnson, it being for furnishing a rock crushing plant in connection with their contract for the surfacing of the approaches of the Memphis overcrossing in Umatilla County.

Please be informed that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer.
Chief Clerk

HBG:L

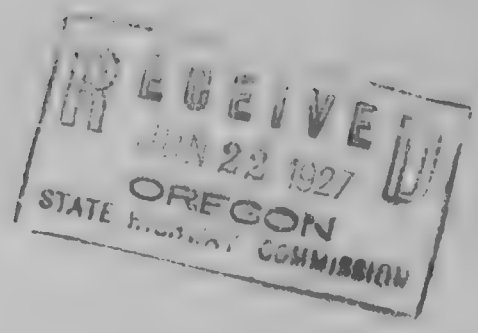
SAM A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

#868
30-B.C.4

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

June 18, 1927



State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H.B.Glaisyer,Chief Clerk)

This is to advise that we received from the Newport Construction Co., 317 Exchange Bldg., Portland, Oregon, and filed on June 14, 1927, a notice of claim for furnishing a rock crushing plant in the sum of $1177.88 against the bond taken from Homer G. Johnson, principal, and the Aetna Casualty & Surety Co., surety, in connection with the work of surfacing the approaches to the Meacham overcrossing.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By M. J. Kraus

NH.CS

Aetna Cas. & Surety Co.
Bond Homer G. Johnson,
Principal

COPY

NEWPORT CONSTRUCTION CO.

317 Hamilton Bldg., Portland, Ore.

June 18,1927

Hon A.Kuner,Secy.of State,

Salem, Oregon.

Dear Sir:

Notice is hereby given that the undersigned Newport Construction Co.has a claim for furnishing a rock crushing plant for the work on the surfacing of the approaches to the Yaquina overcrossing in the sum of $1177.68 against the bond furnished by Homer G.Johnson as principal and the Aetna Casualty & Surety Co.as surety to the Oregon State Highway Commission for that work.

Yours respectfully,

Newport Construction Co.

By ROBT. BROOKE, Secy.

...and the Acton Casualty

...to the Oregon State Highway Commission

...last week.

Yours respectfully,
Newport Construction Co.

By ROBT. BROOKE, Secy.

ENDORSED:
File No. 651.
Filed June 14, 1927. SAM A. KOZER, Secretary of State.

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict/ By J. McFarland.

#868
30PC-4
FP 6-B

March 19, 1927.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 868 for the construction of Meacham Overpassing Section of the Old Oregon Trail in Umatilla County consisting of 0.66 miles of surfacing has been completed by the contractor, H. G. Johnson, and that final settlement will be made by the State with said contractor for work done under said contract on or after March 28th, 1927.

The State has been advised of several claims against this contract but assumes no responsibility for these or any others which may be filed.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid on this contract is $13,480.92 of which amount $68.15 was for force account work. The actual work on the contract was completed on July 19th, 1926.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Claisyer,
Chief Clerk.

Dist/ By J. McFarland.

PR*62B

PP 62B

NOTED

February 24, 1927.

Mr. E. G. Johnson,
Hotel Grand,
Roseburg, Oregon.

Dear Sir:

Mr. Klein has today given final consideration to your claim for a reduction in the amount charged for the blading work which was performed for you by state forces in connection with the surfacing of the Meadows Crossroads Section, and he has instructed me to issue to you a revised final voucher in which the charge for the blading work is reduced from $439.85 to $361.44.

The amount with which you are now being charged is an amount which, together with the $48.00 paid by you in wages, equals one-half of the total of the blading expense incurred on the job. The basis for this fifty-fifty division of the blading cost is the conclusion that the responsibility for the delays which made it necessary to hold the equipment on the job for so long a time is about equally divided between yourself and the State, and to the further conclusion that, in any event, a fifty-fifty division is a reasonable division between the cost of the processing work and the cost of those blading operations which were to have been performed by you. Please consider this action in the matter to be final.

In explanation of the fact that the total cost of the blading work ($818.89) is in excess of the total of the amounts shown in the statement attached to the voucher sent to you some time ago, we wish to state that that statement did not include rental charges for Sundays and other days on which no surfacing materials were delivered on the road, and that it did not include some gas and oil charges that were erroneously omitted.

The revised final voucher will be forwarded to you within a day or two. Please return with it, the two copies of the voucher which it is to supersede.

Very truly yours,

S. H. Probert
Office Engineer

SHP:AP
Encl.

European Plan

The Hotel Grand

[redacted]

T. B. SWEARINGEN - J. F. JONES

Roseburg, Oregon

Roseburg Ore.
Feb 2, 1927

Mr. Roy A. Klein.
Salem Oregon.

Dear Sir.

I was just wondering if you would be in your office on Saturday the 5th and would be able to have a few minutes to spare to talk with you regarding the final estimate on my mechanic job. If such arrangement can be made if you will drop me letter tomorrow I will get it early enough to close up

HBO:B

* 868-30-PC-4
PR 6258

European Plan

The Hotel Grand

W. O. CLINGER, PROPRIETOR

T. B. SWEARINGEN - J. F. JONES

Roseburg, Oregon

#848 - 30 - PC - 4

PR 62 B

Saturday by two oclock.

Thanking you for the reply

I, am

Yours Very Truly.

H. G. Johnson

Hotel Grand

Roseburg

Any other date soon which you might have a few minutes to spare will be delreght in case your are busy Saturday

HGJ:S

#868-30-PC-4
PR 623

November 15, 1926.

Newport Construction Co.
Ramsie, Washington.

Gentlemen:

Attention: Mr. Robert Brooks, Sec.

We have your letter of the 12th inst., advising us of your claim against Mr. Homer G. Johnson for [illegible] rental on the Meacham Overcrossing project.

In reply will say that work was completed by Mr. Johnson on July 15th of this year. However, final settlement has not been made, and there is owing Mr. Johnson the sum of $[illegible].81. This will be paid as soon as he returns the voucher which was sent to him some time ago for execution.

All claims against this project which are filed with the Secretary of State prior to July 15th, 1927, are protected by the bond given by Mr. Johnson in this instance. The state law requires that notices of claim be filed with the Secretary of State prior to the expiration of one year after the date of the completion of the contract in order to hold the bonding company.

The surety on Mr. Johnson's bond in this instance is the Aetna Casualty & Surety Company, for whom Bates, Lively and Pearson are local agents with offices in the Yeon Building, Portland, Oregon.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk

HBG:S

November 15, 1926.

Mr. Homer G. Johnson,
Dayton, Washington.

Dear Sir:

This letter is to advise you that we have today received a notice from the Newport Construction Company to the effect that they have a claim against you in the sum of $1,177.88 for scraper rental in connection with your contract for the construction of the Hanchma Overcrossing, Approaches, State Highway Contract No. 868.

Very truly yours,

Roy A. Klein,

State Highway Engineer

By

M. B. Glaisyer,

Chief Clerk.

MBG:S

NEWPORT CONSTRUCTION CO.

CONCRETE WORK AND BRIDGES

November 15, 1926.

Aetna Casualty & Surety Co.
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by Homer G. Johnson in connection with his contract for the construction of the Meacham Overcrossing approaches in Umatilla County, we have today received from the Newport Construction Company, Kendle, Washington, notice of their claim against Mr. Johnson in the sum of $1,177.88, it being for the rental of a rock crusher in connection with this work.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

M. B. Glaisyer,
Chief Clerk.

HBG:S

ROBT. BROOKE, SECRETARY

NEWPORT CONSTRUCTION CO.

INCORPORATED 1904

RAILROAD AND HIGHWAY CONTRACTORS
CONCRETE WORK AND BRIDGES

SKILL INTEGRITY AND RESPONSIBILITY

317 EXCHANGE BLDG.

Randle, Wash.
~~PORTLAND, OREGON.~~ Nov, 12, 1926

Roy A. Klein, State Highway Engr.
Salem, Oregon.

H. B. G.

Dear Sir:

We have a claim of $1177.88 against Homer G. Johnson for crusher rental on the Meacham Overcrossing which does not receive any attention.

Please advise us if claims against that work are still protected by the bond and, if the request is proper, please let us know who to notify of our claim, and oblige,

Yours very truly,
Newport Construction Co. By Robt. Brooke

The over-run of 80 yards of top and base, common filler, filler from Kamela Pit, and common filler haul was due to the fact that no water tank was available for sprinkling surface materials as they were being placed. This necessitated the use of additional binder material in both base and top, and necessitated the use of additional top material at various points in order to get the crushed rock in both base and top properly bound. The common filler haul was automatically incurred due to the increase in the number of cubic yards hauled. Relative to the increase in earth cushion, we would advise that we endeavored to secure a trenched section in which to place the surfacing material. The roadbed from station 1594 to 1620 was over rock fills and through rock cuts and in order to get a good trenched section with a uniform roadbed we found it necessary to use considerable earth cushion. Stripping of over-burden was required at the common filler pit in order to remove sod which was in place over the common filler deposit. In the final cost of the project there is also included the state's portion of the cost of blading the surfacing material, also extra work was found necessary in the construction of drainage by placing pipe to drain a spring which developed in the roadbed.

Very truly yours,

REFERRED TO
S.H.P.
State Highway Engineer

H. G. SMITH
Division Engineer

By: Office Engineer

OC:OG

PR 62 B

FORM A-C—A-2012—11m—8-26

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR #62B

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

October 13, 1926

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. Probert:

Dear Sir:

In reply to your communication of October 9th relative to over-run in the final estimate for the surfacing of the Meacham Over-crossing Section, the following report will explain the conditions making the over-run of cost necessary.

With regard to sub-base, the over-run of 19.5 cubic yards was made necessary because of the extention of the distance for which sub-base material was required, approximately 50 feet. The over-run of 80 yards of top and base, common filler, filler from Kamela Pit, and common filler haul was due to the fact that no water tank was available for sprinkling surface materials as they were being placed. This necessitated the use of additional binder material in both base and top, and necessitated the use of additional top material at various points in order to get the crushed rock in both base and top properly bound. The common filler haul was automatically incurred due to the increase in the number of cubic yards hauled. Relative to the increase in earth cushion, we would advise that we endeavored to secure a trenched section in which to place the surfacing material. The roadbed from station 1594 to 1620 was over rock fills and through rock cuts and in order to get a good trenched section with a uniform roadbed we found it necessary to use considerable earth cushion. Stripping of over-burden was required at the common filler pit in order to remove sod which was in place over the common filler deposit. In the final cost of the project there is also included the state's portion of the cost of blading the surfacing material, also extra work was found necessary in the construction of drainage by placing pipe to drain a spring which developed in the roadbed.

Very truly yours,

REFERRED TO
S.H.P.
P. State Highway Engineer

H. G. SMITH
Division Engineer

By: Office Engineer

OC:OG

PR #6-15

October 5, 1926.

Mr. N. G. Smith,
Division Engineer,
LaGrande, Oregon.

Dear Sir:

It is noted that the final estimate for the surfacing of the Meacham Overcrossing Section has over-run the contract amount by approximately twenty per cent, not including the additional maintenance materials furnished under a supplemental agreement.

Please let us have a report as to the conditions which have made this excessive overrun of cost necessary.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

PM 62B.

September 25, 1926.

Aetna Casualty & Surety Company,
c/o Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

At the request of the Secretary of State we are mailing you certified copy of the notice of claim of Bowers & Bowers against Homer Johnson, it being for machinery, rentals and repairs furnished Mr. Johnson in the sum of $8,006.00 in connectionwith his contract for the surfacing of the Meacham Overcrossing Approaches.

This notice is sent you as you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encl.

PP623

September 25, 1926.

Mr. Homer G. Johnson,
Dayton, Washington.

Dear Sir:

At the request of the Secretary of State we are mailing to you herewith certified copy of notice of claim of Bauers & Bunces against yourself in the sum of $2,008.00 which claim is for machinery, rentals and repairs furnished you in connection with your contract for the surfacing of the Meacham Overcrossing Approaches.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encl.

#868-30Pc-4
PF 62B

September 25, 1926.

Mr. Sam A. Koser,
Secretary of State,
B u i l d i n g.

Salem, Oregon.

Attention Mr. H. J. Haas, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 23rd inst. enclosing three certified copies of notice of claim of Rogers & Bennett against Homer Johnson in the sum of $2,005, it being for machinery rentals and repairs furnished Mr. Johnson in connection with his contract for the surfacing of the Meacham Overcrossing Approaches.

Please be advised that we are forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

HOY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

September 23, 1926

State Highway Commission,

Salem, Oregon.

Gentlemen:- (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed on the 8th inst. a notice of claim by Bauers & Bauers, of Dayton, Washington, for machinery, rentals and repairs in the sum of $2,005.00 against the bond taken from Homer Johnson and the Aetna Casualty and Surety Company for the work known as Meacham Over-crossing surfacing in Umatilla and Union Counties, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Very truly yours,

FILING DIVISION,

H. By M. J. Haas

#868
surf.
retro

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

Portland, Oregon
September 7, 1926

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Bauers and Bauers for machinery, rentals and repairs in the sum of $2,005.00 against the bond taken from Homer Johnson and the Aetna Casualty and Surety Company for the work known as Meacham Over-crossing surfacing in Umatilla and Union Counties, Oregon, with the original notice of claim filed in the office of the Secretary of State on September 7, 1926, and that the same is a full, true and correct transcript therefrom and the whole thereof, together with the endorsements thereon.

SECRETARY OF STATE and the
STATE HIGHWAY COMMISSION,
Salem, Oregon.

NOTICE IS HEREBY GIVEN that the undersigned, Bauers and Bauers, of Dayton, Washington, have a claim for machinery, rentals and repairs in the sum of Two Thousand Five Dollars ($2,005.00) against the bond taken from Homer Johnson and the Aetna Casualty and Surety Company for the work known as Meacham Over-crossing surfacing in the Umatilla and Union Counties, Oregon.

Signed BAUERS AND BAUERS

BY CARL BAUERS

member of firm

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

Portland, Oregon

ENDORSED:

File No. 536
Filed September 8, 1926, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Bauers and Bauers for machinery, rentals and repairs in the sum of $2,005.00 against the bond taken from Homer Johnson and the Aetna Casualty and Surety Company for the work known as Meacham Over-crossing surfacing in Umatilla and Union Counties, Oregon, with the original notice of claim filed in the office of the Secretary of State on September 8, 1926, and that the same is a full, true and correct transcript therefrom and the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of September, A. D. 1926.

Sam A. Kozer

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Bauers and Bauers for machinery, rentals and repairs in the sum of $2,005.00 against the bond taken from Homer Johnson and the Aetna Casualty and Surety Company for the work known as Meacham Over-crossing surfacing in Umatilla and Union Counties, Oregon, with the original notice of claim filed in the office of the Secretary of State on September 8, 1926, and that the same is a full, true and correct transcript therefrom and the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of September, A. D. 1926.

Sam A. Kozer

Secretary of State

By _____

Deputy

FORM 3-C---A-2012---1M---6-26

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

RP 62 B

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

30 PC-4

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

September 17, 1926

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. Probert:

Dear Sir:

In regard to the cost records of the Meacham Overcrossing Job, H. G. Smith, Contractor

The labor items are taken from the following payrolls:

May Supplementary Payroll--La Grande Division Office Earl Simmons	$18.98
June Payroll--Helmer Olsen--Earl Simmons	4.95
June Payroll--La Grande Division Office--James Wise	38.70
May Labor Insurance	.40
Total	63.03

This item was changed to engineering

In this connection please note that on page seven of my letter of September 2nd, the wages paid by the State are $36.15, and gas, oils, and grease at $20.10 were transposed. They should be; wages paid by the State, $20.10, gas, oil and grease, 36.15. Making this change you will find that the amount of $63.03 checks with that taken from the above mentioned payrolls.

Very truly yours,

H G Smith

Division Engineer

FGS:OG

FGS

September 8, 1926.

Mr. H. G. Smith,
Highway Division Engineer,
Box 908.
La Grande, Oregon.

Dear Sir:

This is to advise that we are accepting your recommendation as to the amount to be charged H. G. Johnson for the use of blading equipment on the Meacham Overcrossing section, and that the final pay voucher is being drawn accordingly.

The charges which appear in our cost records check closely the costs given in your letter of September 2nd, except in regard to labor charges. The cost records show a total labor charge of $23.95, while your letter gives a labor cost of $79.08.

We have checked back against Mr. Butlers payrolls, and the only labor that we can find charged to the blading work is the time of Earl Simmons, Patrolman's Helper, on May 28, 29, 30, and 31 and on June 1. This time totals 43½ hours, and at 55 cents per hour amounts to $23.93.

In order that the correct labor charge may be gotten into our cost records, please supply us with the names of the employees, the dates worked, the hours, and the rates of pay.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

September 2, 1926

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

30 PC-4

Attention Mr. Probert:

Dear Sir:

In the matter of the equipment charges to be made against contractor W. G. Johnson in connection with the surfacing of the Meacham Overcrossing, I would certainly resent the insinuation made by Mr. Johnson that the work was delayed in a manner to cause him additional expense and prevent him getting out the anticipated yardage, if I had not had the bother of teaching several of the Washington Contractors something about Oregon macadam, and realize that they have a very primitive idea of macadam and what the Oregon Specifications require. No doubt if Mr. Johnson had been allowed to follow his method of giving the subgrade a couple of swipes with a blade and dumping a lot of loose gravel in a promiscuous manner on the road, that he would have been able to secured the anticipated run of 250 yards per day, but in view of the commotion now existing in the State of Washington over their inability to construct macadam, I hardly believe that we would have been justified in allowing Mr. Johnson to proceed as he saw fit, and I see nothing in Mr. Johnson's qualification bid which would have permitted him to proceed in this manner.

Mr. Johnson bid on this work with the specifications of the State of Oregon in hand and he made a slight qualification in regard to processing; as I understand it, that inasmuch as he had no tractor or blade, if the state would furnish the men and equipment to do the processing, that he would guarantee to furnish the material in eight days, or if unable to do so, would reimburse the State for the additional expense.

In this matter, the distinctions should be kept clear, that Mr. Johnson was not supposed to merely crush 250 yards of rock a day, but that he must be supposed to construct a macadam at the rate of 250 yards per day. In other words, as the specification required the entire base to be laid before the top, he must deliver 250 yards of base per day until this was finished, in

H. B. VON DUZER, PORTLAND
W. H. MALONE, CORVALLIS

STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

the meantime, delivering filler and processing as the base advanced, and in turn when the processing of base was complete, he must deliver 250 yards of top per day.

I take this view because Mr. Johnson was bidding on the Oregon Specifications and he made a slight qualification clause in regard to the processing: and certainly no one would interpret that to mean that the whole specification was void; and that Mr. Johnson was merely to deliver 250 yards of material in trucks on the road; and that the State was required to construct the macadam. If your letter of August 26th was drawn to its logic conclusion, this would be the results, namely, that the specifications were entirely void and that all Mr. Johnson contracted to do was produce material and deliver it in trucks. I am quite sure that this was not your meaning as your letter of July 28th gives entirely the contrary opinion.

As this job was on the Old Oregon Trail between La Grande and Pendleton, I saw this contract every few days, and I am entirely familiar with its progress; and was, in fact, on the job many more times than Mr. Johnson, himself, as I was never able to meet him there personally; and I consider that I am analyzing this matter from first hand information. I might say that the job was divided into two parts, and there were two separate distinct transactions covering this tractor and blade, one of which may be consided as a "rental agreement" made by Mr. Johnson after the work had started, and the other described in the contract in the paragraph "Basis of Award", and which is under dispute.

The first, or which I term "rental agreement", applies to the use of the tractor on the subgrade as there was nothing mentioned in the contract or preliminary agreements referring to this. On this work we expect to be reimbursed by Mr. Johnson for the same amount charged us by the Equipment Department. I see no reason to donate any use of the tractor and blade to Mr. Johnson on the subgrade work. Consequently the full time since the tractor was turned over to him until the actual macadamizing was commenced, will be

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

charged to the contractor, as this is the time which has been charged to us by the Equipment Department. This tractor was in storage at Veacham so that there was no time lost or any questionable charges about delivering the tractor to Mr. Johnson. It was turned over to him May 28th and worked that day. Consequently, May 26, 29, 30 and 31st and June 1, 2, 3, 4, 5, 6, 7, and 8th, a total of twelve days, should be charged for this outfit.

In this connection Mr. Johnson ordered this tractor on this date without any solicitation on our part, and consequently, if he was not ready for macadamizing for some time, the fault lies entirely within himself. He also made his first consistent run with his crushing plant on May 28th in crushing Maintenance Material and he was under contract to deliver 1500 yards before May 31, so that it was impossible for him to start macadamizing before he did on June 8th, no matter how much cushion or grade work was required of the contractor.

In summation:

The cost of the subgrade work is as follows:

12 days rental on tractor #75	at	$15.00	$180.00
12 days rental on grader #80	"	2.50	30.00
Labor from payrolls			42.93
Gas, oil, and grease			22.23
Total			$ 275.16

It would appear to me that the above amount can not be questioned by the contractor as it was in no manner involved in connection with the contract, it was merely a straight rental agreement for tractor and blade furnished at the request of the contractor.

Now as to the second feature of the transaction, that of the processing done under the modification of the contract, Mr.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

O. W. MALONE, CORVALLIS

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

.....Mr. Probert--4--9/2/26--30PC-4.

Johnson started his crushing plant on maintenance May 28th and ran on Maintenance until June 9th when he had sufficient maintenance material on hand to comply with the terms of the contract, and had completed his subgrade work in a partial manner so that he was allowed to proceed laying base. Following, the table taken from the daily reports showing the delivery of various materials on the road.

Date	Sub-Base	Base	Top	Filler
June 9		136		
" 10		192		
" 11		286.5		55
" 12	144	135		19.5
" 13	25.5			
" 14				10
" 15				
" 16		104		20
" 17		189		30
" 18				
" 19				
" 20				
" 21			9	65
" 22			13	110
" 23				109.5
" 24			25	60
" 25			254.5	
" 26			100	60
" 27			28	24
" 28			196	54
" 29			112	79
" 30			48	46

On June the 8th I inspected this work as they were about to start laying base, and required that more subgrade work be done as the grade was not in proper shape to receive materials. I believe this

STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

Mr. Probert -- 5-9/2/26--30 PC-4.

was the time refered to by Mr. Johnson when the inspector required him to keep on crushing maintenance material

Mr. Johnson's outfit consisted of a rented plant, that of W. L. Newport, and two trucks. I am entirely familiar with the plant, it having been used on the Vale-Ontario work and on the resurfacing of Emigrant Hill, and I will say that it is incapable and never has consistently delivered more than 150 or 170 yards of material per shift, and that if you will notice by the table, whenever Mr. Johnson was delivering rock he was unable to deliver any amount of filler, and when he was compelled to haul filler, he could not deliver rock, having only two trucks and consequently he would be compelled to crush maintenance material. Of course all plants occasionally have a large run, usually occasioned by the fact that for some reason or other the bunkers were full the night before or that they happened to work unusually long hours. This lack of trucks was entirely optional with Mr. Johnson and showed extreme leniency on our part, as it was very detrimental to the compacting of the road not to receive the filler as fast as the rock is placed, because it is very essential to receive all the rolling by the trucks that it is possible to get, especially on such a short stretch where no extensive hauling will pass over it.

By study of this table you will readily see that he had an ordinary run of base up to the 12th, then he commenced to haul filler in larger quantities and that the production of crushed rock was nearly stopped on the 21st, 22nd, 23rd, and 24th, while he was hauling and processing the filler for the base, and that on the 26, 27, 28, 29, and 30th, he hauled part filler and part macadam rock, having secured another truck to assist on the long haul from Pamela.

Consequently, it is very apparent to me that Mr. Johnson delivered material on to the road as fast as the road was ready to receive it. He certainly was required to prepare his subgrade, and if farm was required to filler and process the base before laying any top, and was required to keep his base in proper shape while the

AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

Mr. Probert-6-9/2/26-30 PC-4.

top was going on. But in other respects, the inspector was unusually lenient with him as Mr. Johnson appeared to be a new contractor on this kind of work; and especially at the beginning of a job it is necessary to spend considerable time in perfecting the organization, with regard to the men employed in processing, and I will say that in this connection Mr. Johnson's men on the road were not greatly experienced in this line of work and consequently could not be expected to take care of an output such as 250 yards per day. Mr. Johnson only worked one shift and that output would have been capacity for a large organization running at the height of their stride.

Therefore in respect to the processing I can see no reason to say that Mr. Johnson was hampered at all by any fault of the State. He was hampered by only having two trucks so that his filler could not go on at the same time as the macadam; he was hampered by having a green organization, which was to be expected on the starting of a contract; but because the Highway Engineers were enforcing specifications to see that an ordinary job of process macadam was constructed, I do not consider it proper to make any adjustments with Mr. Johnson on the above grounds, in fact, I would consider it an extremely dangerous precedent to make to adjust with a contractor on the grounds that the engineers were trying to enforce the specifications, or to admit that the specifications had been entirely superseded by a qualified bid.

Therefore, the days worked on the macadamizing, June 9, 10, 11, 12, 13,(a Sunday actually worked), 16, 17, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30th, I considered to be legitimate charges for rental. June 14, 15, 18, 19, and 20th were not included in the rental charges as the daily reports show no material delivered on the road on these days and it has been assumed they were the days that rain interfered with the work.

The State has assumed responsibility for all time after June 30th, although there was considerable filler hauling and pro-

cessing done. This in itself is a very lenient settlement with Mr. Johnson, as contractors are usually required to blade and take care of a road for at least a week after a job is finished, but on account of the demand for equipment on oil operations, we were unable to sprinkle this road, and consequently it took more of this Kamela filler to set up the top than if we had been able to sprinkle. Therefore, during the time Mr. Johnson was required to haul additional filler, no charge was made for the equipment. His contention that he was caused expense by any additional filler or cushion is offset by the fact that he received a very good price for both filler and cushion, and they should have been very profitable items.

The cost of the processing item is:

17 days tractor	at	$15.00	$ 255.00
17 days blade	"	2.50	42.50
Wages paid by the State			36.15
Wages paid by Mr. Johnson			48.00
Gas, Oil, and Grease			20.10
Total			$ 401.75

The total should be distributed 9/17 to Mr. Johnson, making $212.69 minus the $48.00 or $164.69. The amount to be paid by Mr. Johnson is:

Processing	$ 164.69
Sub-grading	275.16
Total	$ 439.85

In going over patrolman Olsen's accounts, who sold the oil and gas to Mr. Johnson, we find discrepancies in his figures

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

Mr. Probert--8--9/2/26--30 PC-4.

and request that $5.00 be transferred from 30 PC-4-539 to 30 PC-4-535, as he has charged $55.00 on gas invoices to Mr. Johnson's account which was not substantiated by his daily record.

All costs in connection with the job have been charged on the payrolls or invoices to 30 PC-4-536 and 539, and all equipment inventories have been charged to the account 30 PC-4-535.

In case you make a settlement on our basis, the state would be assuming considerable of the charges and the following transfers should be made;

Rental of equipment,	$230.00	from	30	PC-4-	535	to 30 PC-4-	553
Labor	20.10	"	"		536	" "	553
Parts	2.52	"	"		535	" "	553
Gas, Oil, Grease	30.15	"	"		539	" "	553

All other charges have no doubt been entered on your books as they were taken from the distributions as shown on the invoices and payrolls.

Very truly yours,

H. G. Smith

Division Engineer

WGS:CC

August 26, 1926.

Mr. H. G. Smith,
Division Engineer,
LaGrande, Oregon.

Dear Sir:

Reference is again made to the matter of equipment charges to be made against contractor H. G. Johnson in connection with the surfacing of the Meacham Overcrossing Section.

In the statement which you submit with your letter of August 24, copy of which is returned herewith, we have noted a few errors in computations, but even with these errors corrected, we do not believe that the amount arrived at will be a fair amount with which to charge the contractor. The basis which you have used in computing the charge is quite in accord with the provision in regard to equipment charges as the same appears in the contract, except that you have made no allowance for those days upon which rain prevented the placing of rock upon the road. The fact that blading may have been done upon rainy days would not make the blading upon these days chargeable to the contractor, but the fact that the production of rock had to be discontinued (if it was) would operate to prolong the period during which the equipment was to be operated by the State.

Another feature which, it seems to me, must be allowed for although the contract provision does not so state, is the fact that conditions were such that the contractor could not proceed with the surfacing construction as rapidly as he produced crushed rock. In the qualification of his bid, the contractor did not agree to construct the surfacing in eight days. He agreed to produce rock at the rate of 250 cubic yards per day, or failing this, to bear a proportionate part of the blading cost. We put in the eight day clause, figuring that the contractor would be allowed to put his entire output on the road until the surfacing was completed. The contract called for 1950 cubic yards of surfacing materials, and this could have been put on the road in eight days at 250 yards per day.

The fact that the contractor was not allowed to put his entire production on the road until the 1950 cubic yards of surfacing were in place seems to me to invalidate the eight day provision, and to force us to make our adjustment with the contractor on the basis set out in his bid qualification, or on as nearly that basis is possible. That qualification calls for the State to pay all blading cost provided the contractor produced

250 yards per day. If the production was below 250 yards per day, the contractor agreed to pay a proportionate part. Nothing was said about preparation of subgrade, but it would have to be assumed of course, that the expense in connection with the preparation of subgrade would be borne by the contractor.

Now, if we are to compute the charge against the contractor on the basis of his bid qualification, and I do not see how we can equitably do anything else, we must know what his average rate of production of rock was; and, it seems to me, the rate that we are interested in is the rate which prevailed during the period that the surfacing was in process of construction (June 9th to June 30th), if it is possible to ascertain what this rate was. The fact that a part of the production was going into the maintenance piles, makes it impossible to determine this rate from the material receipts or daily reports. The daily reports indicate, however, that on a few days, at least, the production was in excess of 250 yards per day, running as high as 291 yards on June 11th. If the average production during the period that the surfacing was being constructed can not be ascertained, then we must take the average for the whole job. According to the information which we have at hand, 6,390 yards were produced in 30 working days. This figures 213 yards per day.

Assuming that the rate of 213 yards is correct, then we might figure the contractor's proportion in either one of two ways. We might figure that the contractor should bear 37/213 or 37/250 of the blading cost, or we might figure the extra time that was required to produce the 2049 yards of surfacing materials because of the lower rate of production, and assume that the blading during that extra time was the amount to be charged to the contractor. The first method would give a larger amount to be charged, but would give the contractor a change to claim a reduction because he was not allowed to put his entire output on the road, but instead was forced to run a part of it into the maintenance piles. I believe, therefore, that we should use the second method, particularly so when we consider that even if the contractor had produced 250 yards per day, the materials probably would not have gone onto the road much faster, and therefore, the cost of the blading would not have been materially less.

I am enclosing herewith a statement showing how I think the amount to be charged to the contractor should be figured. In working this out, I have used information as to the number of days that the equipment was used and the dates upon which it was operated, as same is given in your letter of July 22d. Other information has been obtained from the daily reports and from the final estimate.

If you find any error in the information upon which I have based my figure, or any flaw in my line of reasoning, please advise me. Also, if you have any reason to believe that the basis of computation which I have used does not place upon the contractor as much of the blading cost as he should bear, please indicate that fact. Please consider, however, that regardless of any theories or lines of reasoning, the intent of the contractor's bid

qualification was that the contractor would pay only such part of the blading cost as was the direct result of his failure to produce materials at a rate of 250 cubic yards per day. Personally I do not believe that we can honestly contend that the failure of the contractor to make this production, or that his negligence or failure in any other respect, operated to make any very material increase in the cost of the blading work. If you do not agree with me in this, please let me have your arguments so that we can use them when Mr. Johnson makes his appeal for a reduction in the amount charged him.

Your attention is again directed to the next to the last paragraph in our letter of July 28th, to the effect that payrolls and invoices so far submitted do not support the labor and supply charges shown in your statement. As these charges must be gotten into our costs for the project, please supply us with such transfer information as will enable us to get the charges where they belong.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

Suggested Basis of Computing Equipment Charge to Contractor

On Meacham Overcrossing Surfacing Project

Total cost of labor, gas, oil, etcetera, amounted to $224.41. Equipment was operated on 18 different days. Average operating cost was therefore 1/18 of $224.41, or $12.47 per day worked.

Rental on equipment amounted to $122.50 per week, or $20.42 per working day that the equipment was on the job.

The equipment cost, therefore amounted to $20.42 for each day that the equipment was idle, and to $20.42 plus $12.47, or $32.89 for each day that the equipment was worked.

The equipment was on the job from May 29, to June 30, inclusive.

The production of rock commenced June 9.

The cost of the equipment from May 29, to June 8, inclusive, must, therefore, be borne by the contractor as it could not have been required in connection with processing work prior to the commencement of the production of rock.

During the period June 9, to July 15, (30 working days) the contractor produced 6390 cubic yards of rock, which is the equivalent of 213 yards per day.

At 250 yards per day the contractor would have produced the 2049.5 yards of surfacing materials in 8.2 days.

At 213 yards per day, the 2049.5 yards of surfacing materials would have been produced in 9.6 days.

The extra time required by reason of the contractor's failure to produce the specified 250 yards per day was, therefore, 1.4 days.

This 1.4 days' time would be chargeable to the contractor, but unless it can be shown that it was due to some fault or failure of the contractor that the actual construction of the surfacing was not completed until June 30, (a total construction period of 19 working days), the contractor can not be charged with more than this 1.4 days of this 19 day period.

During the period May 29, to June 8, that the equipment was used in the preparation of subgrade, the equipment was operated 6 days and was idle 3 working days.

The contractor is,therefore, liable for the equipment expense for 6 plus 1.4, or 7.4 days at $32.89, and for 3 days at $20.42.

The total amount chargeable to the contractor is, therefore, $243.39 plus $61.26, or $304.65, of which amount he has already paid $48.00 in wages to the blade man.

This leaves a balance of $256.65 to be deducted from the contractor's final estimate.

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

August 24, 1926

Mr Roy A. Klein
State Highway Engineer
Salem, Oregon

Meacham Overcrossing
Final estimate

Attention Mr. Probert

Dear Sir:

Attached are the remaining papers to close up the final record of the Meacham Overcrossing Contract of H. G. Johnson. They include the price agreemtne signed by Mr. Johnson to furnish 1,000 cubic yards of maintenance material at $1.50 per yard; extra work bill #1 for $14.08, and extra work bill #2 for $55.27; and a statement of cost for operating the 7 ft. blader and tractor furnished by the Oregon State Highway Commission. This statement has been computed on the bases set forth in your letter of some time ago. The State isbearing 8/34 of the cost for the eight days mentioned in the contract, and 5/34 of the cost for the five Sundays which Mr. Johnson was not required to work. Any days which the crusher did not run on account of rain would have no bearing on the tractor and blade as these would be the most important days for the tractor and blade to work. I believe Mr. Johnson to be mistaken in stating that the tractor and blade did not work on those days on account of rain as would seem increditable that they could have avoided working since we were having so much trouble in compacting the material due to lack of moisture.

Claim from W. J. Clark of Pendleton is also enclosed. Mr. Clark wishes to file this claim against Mr. Johnson as he has not been paid for materials furnished.

Yours truly,

H G Smith

Division Engineer

HGS:OG
Encls.

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

August 24, 1926

STATEMENT OF COSTS

operating 7 ft. grader and tractor furnished by the Oregon State Highway Commission under the clause "Basis of Award" in the contract awarded to H. G. Johnson for surfacing 0.66 miles broken stone at Meacham Overcrossing on the Old Oregon Trail in Umatilla County, Contract No. 868.

To labor furnished by the State as per records in the La Grande Division office, May 28th to June 30th	$63.03
To labor furnished by H. G. Johnson as per statement from Mr. Johnson, June 8th to June 25th	48.00
To gas, oil and grease as per record of bills in the La Grande Division office	113.38
To rental of 5 ton Holt tractor, Dept. #73, May 28th to June 30th. 34 days at 15.00	510.00
To rental on 7 ft. Adams grader, Dept #80, May 27th to June 30th. 35 days at 2.50	87.50
Total	$ 821.91

The portion of the cost to be borne by the State is 8/34 of 821.91.	193.39
Plus tractor and grader rental for 5 Sundays at 17.50 per day	87.50
Total	280.89
The portion of the cost to be borne by Mr. H. G. Johnson is 26/34 of 821.91, less $87.50	$ 541.02

O.K.
Vaiarlewter
8-24-26
H. G. Smith

August 16, 1926.

Mr. H. G. Smith,
Division Engineer,
LaGrande, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 14th inst., in reply to our inquiry of the 13th inst., relative to the final estimate on the surfacing of the Meacham Overcrossing Section.

We are today writing to Mr. Johnson relative to the furnishing of the price agreement for additional maintenance material and costs in connection with the operations of the tractor and blade. Carbon copy of our letter to Mr. Johnson is enclosed herewith.

In the mean time, we would suggest that the final estimate and notes be sent to us in order that we may have the data checked and may pass the final estimate for payment as soon as the necessary cost agreement and cost data are received.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. W. Bellamy
Asst. Office Engineer .

JWD:AP

August 16, 1926.

Mr. H. G. Johnson
Corvallis, Oregon.

Dear Sir:

We are today in receipt of a letter from Mr. H. G. Smith, division engineer, to the effect that he has made verbal request from you that you furnish him with a signed agreement quoting the unit price for the furnishing of additional maintenance materials which were crushed under a separate agreement; and also, that you furnish certain costs in connection with the operations of a certain tractor and blade, but that to date he has not received this data.

Will you kindly forward these to Mr. Smith at the earliest moment in order that they may be checked and approved, and final payment may be made by us?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

G. W. DeSouza
Assistant Office Engineer.

JWD:AP

CC Mr. H. G. Smith,
LaGrande, Oregon.

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

August 14, 1926

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. Probert:

Dear Sir:

In answer to your letter of inquiry concerning a delay in rendering a final estimate of the Meacham Overcrossing Section, I beg to advise that Mr. Johnson agreed to furnish us with a signed agreement for the additional maintenance material which he crushed under a separate agreement; and also to furnish some costs in connection with the operations of a tractor and blade.

You will remember that you recently sent us a letter showing methods of prorating the costs between the State and Mr. Johnson for the processing work done on this section, but inasmuch as Mr. Johnson paid part of the costs himself, we are unable to properly correct the bill until he does furnish us with these costs.

We have written Mr. Johnson several times and also verbally requested him to send this information immediately so that we could render the final estimate,and am unable to understand why he should be so dilatory in the matter if he is so anxious to receive the final payment.

But, under the circumstances of Mr. Johnson's failure to furnish this price agreement, it would seem advisable to hold the estimate here until itis forthcoming.

Prehaps if you would call Mr. Johnson's attention to the fact that he, himself, is the cause of the delay, he could find time to carry out his agreement.

Yours truly,

H. G. Smith

HGS:OC

Division Engineer

August 15, 1926.

Mr. H. G. Smith,
Division Engineer,
LaGrande, Oregon.

Dear Sir:

As it is our impression that the surfacing of the Meacham Overcrossing Section was completed several weeks ago, we are wondering why we have not yet received the final estimate.

Contractor Johnsen is just commencing another contract job for us, and he is experiencing some difficulty in financing it. We are therefore anxious to make final payment to him in connection with the Meacham Overcrossing work.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

SHP:AP

July 28, 1926.

Mr. H. G. Smith,
Division Engineer,
LaGrande, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of July 22, in regard to the charge to be made against contractor H. G. Johnson for extra time of blading equipment furnished by the state in connection with the surfacing of the Meacham Overcrossing Section.

Mr. Johnson called upon us yesterday, and presented his views in the matter, which views will be discussed hereinafter. In the first place, however, I want to state that there was no special agreement between Mr. Johnson and myself to the effect that the equipment charges would be computed upon any basis different from that stated in the contract. The basis there stated must, therefore, apply unless circumstances in connection with the conduct of the work make a variation therefrom equitable and warranted. The special agreement, if it can be called that, was simply an interpretation of the equipment provision as to whether or not the contractor would be required to bear any part of the expense of bringing the equipment to the job and of taking it from the job. I told Mr. Johnson that he would not be required to bear any part of that expense. That would be understood in any event, as the cost of getting the equipment to and from the job would be no greater for twenty days of work that it would be for eight days.

According to your letter, the equipment was on the job for 33 days, four of which days were holidays (Sundays) upon which no work was done, and from two to four of which days (say fourdays) were days of rain and inclement weather. This leaves 25 days as the period of unexempt time that the equipment was on the job. Under the provision of the contract, therefore, the contractor should bear 17/25 of the cost of operating the equipment on those 25 days, and the state should bear 8/25 of that cost. Rentals and other expense, if any, incurred on the eight Sundays and rainy days, as well as the expense of getting the equipment to and from the job must be borne by the state.

The provision in the contract in regard to equipment charges was based upon a qualification made by Johnson in his bid, which qualification was very indefinite but was to the effect that the state would furnish equipment for the processing work, the contractor agreeing to place materials on the road at a rate of not less than 250 cubic yards per day; or, failing this, to bear a proportionate part of the processing cost. This qualification and the provision inserted in the contract, both contemplated that the contractor would furnish equipment for the preparing of subgrade and for the spreading of earth cushion, and that the contractor would be allowed to place his entire output

of materials upon the road during the period that the state equipment was on the job. It appears that this was not done, and that the state equipment was used to prepare subgrade and to spread earth cushion, and that after surfacing construction was commenced the inspector, for various reasons, instructed the contractor to discontinue the placing of surfacing materials and to run his materials into the maintenance stock piles. These things strung out the period during which the equipment was held on the job, and the contractor contends that much of the extra time was due to compliance with the inspector's orders, and that little of it was due to negligence on his part. He states that after he had placed and spread all the cushion materials called for by the contract more cushion was ordered, and that after that had been placed and spread, a second increase was made, and that between each increase he was forced to wait until Mr. Cutler could find time to come out from LaGrande to pass upon the work done. He states that a similar condition prevailed in the application of filler and that several increases were ordered in filler quantities, each increase calling for a reprocessing of the materials and forced him to run his product into the stock piles instead of onto the road. He states that if he had been allowed to proceed with the work as contemplated, he would have completed the preparation of subgrade and the placing of cushion in about three days, and that he would have placed the surfacing materials in about twelve days. On this basis, he figures that he should be made to pay for only about seven days of tractor and grader time.

If the conditions under which the work was done, were as above described, or approximately so, then, it is my opinion that Johnson is entitled to some allowance, and that it would not be fair to charge him with the 1#/25 of the equipment cost, which as set out in the third paragraph of this letter, would be chargeable to him under a strict enforcement of the contract provision. It seems to me that, under the circumstances, the most equitable way of arriving at the amount to be charged the contractor would be for you and Mr. Cutler to estimate as nearly as you can the number of days of dragging that would have been required in connection with the project, had the contractor been advised in advance just how much cushion and filler material was to be used and had he been allowed to proceed with the surfacing construction without interruption or delay except such as was due to his own negligence or failure. From the number of days so estimated, eight days should be subtracted to cover the eight days during which the state was to do the processing at its own expense, and the remaining number of days should then be charged to the contractor at a rate arrived at by adding to the tractor rental of $15.00 per day and the grader rental of $2.50 per day, the average daily operating cost including tractor operator, gas, oil, supplies, etcetera. If the operator worked overtime, his daily rate should include the average of his overtime.

As the wages of the graderman were paid by the contractor, the contractor would be entitled to credit for the graderman's wages for the eight days that the state was to bear the processing expense.

In figuring the number of days to be charged to the contractor, inclusion should be made of such idle time as would have occurred had his operations not been affected by delays for which he was not responsible. In other words, the time to be charged should be straight time for such minimum period as would reasonably have been required for the performance of the work, less, of course, Sundays, rainy days and the eight days to be paid for by the state.

In checking over the costs for the Meachem Overcrossing surfacing, we fail to find any charges for gas, oil, and other tractor supplies, and we find only one day of tractor operator time charged against the job on Cutler's June payroll. Please advise us to how and when the charges for these things are going to get onto the books.

Please give this matter your consideration, and let us hear from you at your convenience. If the basis of settlement suggested is not, in your opinion, equitable and proper, do not hesitate to say so.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

July 22, 1926

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. Probert:

Dear Sir:

Reference is made to a clause in the Special Provisions of the Meacham Overcrossing which has recently been completed by Mr. H. G. Johnson.

This "Basis of Award" states that in computing equipment rental, the total days of lapse shall be counted. This equipment arrived on the work May 28th and was available for release June 30th. On the Other hand, Mr. Johnson states that he had a special agreement with you altering this contract so that the actual number of working days only should be counted.

A 5 Ton tractor #73, and an 8 ft. Adams Grader #80 with scarifier attachment, was furnished Mr. Johnson for this work. The actual number of working days for this outfit were:

May 29	June 12
May 31	June 22
June 1	June 23
June 3	June 25
June 7	June 26
June 8	June 27
June 9	June 28
June 10	June 29
June 11	June 30

A total of 18 days.

Computing on the first bases, less the 8 days free time, the bill would be:

25 days	5 T. Tractor	at $22.50	$562.50
25 "	8 ft. Grader	" 2.50	62.50
		Total	625.00

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

Mr. Probert--2--7-22-26

Computing the time according to Mr. Johnson's understanding, it would be, after deducting 8 days free time:

10	days	5 T. Tractor	at	$22.50	$225.00
10	"	8 Ft.Grader	"	2.50	25.00
				Total	250.00

Mr. Johnson will call upon you some time this week to adjust this matter.

Very truly yours,

H. G. Smith

HGS:OG

Division Engineer

March 11, 1926.

Mr. H. G. Johnson,
Dayton, Washington.

Dear Sir:

Receipt is acknowledged of your letter of March 1, in regard to the provision covering the performance by state forces of certain blading work in connection with the surfacing of the approaches to the Meacham Overcrossing.

Your contention that you should not be required to bear any part of the expense of moving the blading equipment to and from the job is entirely correct; and this letter will be your assurance that all of that part of the expense will be borne by the State.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

STEAM HEAT HOT AND COLD WATER ALL ROOMS
ROOMS WITH BATH. FINE SAMPLE ROOMS
DINING ROOM

Dayton, Washington Mar. 1, 1922

Roy A. Klein
State Highway Engineer
Salem Oregon.
Dear Sir.
Attention Mr Provert.

Your letter received regarding the rewording of the clause relating to the state forces doing the processing of the surfacing materials on the Meacham surfacing job.

I think this will be satisfactory with the exception that the cost of moving the state tractor and blade to and from the job should not be included in the costs, as that expense

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By

H. B. Glaisyer,
Chief Clerk.

hbg/er

STEAM HEAT HOT AND COLD WATER ALL ROOMS
ROOMS WITH BATH. FINE SAMPLE ROOMS
DINING ROOM

Dayton, Washington

aq62B.

to the state
would be just the same
as if the outfit was used
twelve days instead of eight.
I only intended to stand
the actual operating expenses
such as Rentals, Labor, Gas & Oils
for such time as required
over 8 days or taking these
cost as a whole, and dividing
by the number of days used
which would give the
average cost per day.
The states portion would
be eight (8) times that amount and
the contractor to bear the
balance of the cost.
Trusting this will make
it more plain to you.
I am.
Yours very truly
H.S. Johnson
Dayton Wash.

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By

H. B. Glaisyer,
Chief Clerk.

hbg/er

#868-30PC.-4
aq62B

August 27th, 1926.

Mr. W. J. Clarke,
211-215 East Court St.,
Pendleton, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of the 19th instant, addressed to Mr. H. G. Smith, concerning your claim against Mr. H. G. Johnson. This letter, Mr. Smith has referred to us for reply.

In reply will say that in connection with his contract, as well as in connection with all state highway contracts, the successful bidder is required to furnish the State Highway Commission with a satisfactory surety bond, which is for the purpose of protecting all labor and material claims, and all other just debts, dues and demands incurred against the project. The surety on the bond furnished by Mr. Johnson in this instance is the Aetna Casualty & Surety Company, for whom Bates, Lively & Pearson are the local agents, their office being in the Yeon Building, Portland, Oregon.

We would suggest that you take the matter up with Mr. Johnson, whose address is now Corvallis, Oregon, and in the event you do not secure satisfactory from him, then you can take the matter up with the surety on his bond. Should you fail to secure satisfaction in this manner, you still have recourse to action in the courts, and should file notice of your claim with the Secretary of State, as provided by Section 2991 of the Oregon Laws, a mimeographed copy of which is enclosed herewith.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

W. J. Clarke

SHELF AND HEAVY

HARDWARE

211-213 EAST COURT ST.

PENDLETON, OREGON Aug. 19 - 1926

Mr H. G Smith
La Grande, Ore.

Dear Sir.

I am sending you our bill against Mr H. G. Johnson who had the highway contract at Meacham, I understand he has left & and we have failed to get any settlement.

Will you please file our claim with the highway Commission for the amount of the enclosed bill, against his final estimate on this job. If this invoice should be accompanied by an affadavit will you please advise.

Thanking you

Yours Truly
W J Clarke
per mason

H. B: O.

Pendleton, Oregon, ... 192..

BOUGHT OF

W. J. CLARKE

DEALER IN

SHELF AND HEAVY HARDWARE

INTEREST AT 10 PER CENT AFTER 60 DAYS

211-213 East Court Street

	14	2 - Coils 100 lbs 4 0 [illegible] Cond[illegible]	1560 net
		1 Keg Cups	175 "
		200 ft [illegible]	170
		1 spool [illegible]	75
		1 roll [illegible]	50
	16	6 Coils 3 [illegible]	4650 "
		200 lbs 12 d Coil	280 "
		25 - 18 ft [illegible]	350 "
	25	100 - 20 " "	1490 "
Ship	1	50 - 24 " "	790
	1/2	50 - 6 " "	335
	27	250 - 3/8 x 1 Carr. bolts	430
		50 - 3/8 x 1 mach. "	110
		2 - 6" extra Simm files	30
			10505

99623

August 26th, 1926.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Bldg.,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by Mr. H. O. Johnson in connection with his contract No. 868 for the construction of the Measham Overcrossing Approaches, that we have today received a letter from Mr. W. J. Clapp of Pendleton, Oregon, advising us of his claim in amount of $106.05 against Mr. Johnson for supplies furnished him in connection with his contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

hbc/er

09 628

August 26th, 1926.

Mr. H. G. Johnson,
Contractor,
Dayton, Washington.

Dear Sir:

Herewith enclosed please find a copy of a letter which we have today received from our La Grande office, it being a notice of the claim of Mr. W. J. Clarke, against yourself, for materials furnished you in the sum of $105.05, in connection with your contract for the surfacing of the Meacham overcrossing approaches.

We presume that it is your intention to take care of this claim at an early date.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

Form 89—67506—4M—9-36.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

9623

NOTED

State Highway Engineer

Date July 10th, 1936

Job Name Widening surfacing

Highway Old Oregon Trail

County Deschutes Job Prefix 30 PC-4

Week from 7-4 to 7-10

Mail Address La Grande, Ore.

Telegraph or Telephone Address

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The surfacing work on this section is now practically completed during the past week. The contractor hauled and placed 780 cu yds of mix crusher under and crushed approx 500 cu yds of ½" maintenance material.

The contractor advised that he would crush an additional 1000 cu yds of 3/4" rock for $1.50 per cu yd.

A water tank being available this section was sprinkled and apparently helped the surfacing in packing a trifle.

(See back of this sheet for instructions and detailed information.)

Signed [illegible]

Title Res. Engr

GRADING CONSTRUCTION

Total miles of grading on project 0.66

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 0.66

Miles completed 0.55

Miles partially done 0.11

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week 5 men,

1 teams, 1 trucks

Percentage of total required yardage now in place 98%

Surfacing will be completed about 7-15-36

Number men in Engineering Party Rock checker

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project 4

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Form S-C—A-1157—1M—5-26.

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. M'LONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR #623

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

June 30, 1926

Mr. H. G. Smith
Division Engineer
La Grande, Oregon

Dear Sir:

I hand you herewith an order for extra work in connection with removing stumps from binder pit, from which binder material was taken for use at the Meacham over-crossing in Umatilla County.

I would recommend that this order for extra work be allowed in as much as it was necessary for the contractor to grub and remove a few stumps from the binder pit. This binder pit was used for binder or filler in the base course. In as much as the binder pit for base course material was not designated before the contract was let, the contractor had no means of knowing that it would be necessary to do any clearing or grubbing at the point from which the binder material was taken, and could not therefore anticipate any cost which he might have been put to and did not therefore figure this cost in his bid.

Very truly yours,

H. G. SMITH
Division Engineer

By: [signature]
Office Engineer

CC:OG

Form 3-C—A-1157—1M—5-26.

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. M'LONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR#623

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

June 30, 1926

Mr. H. G. Smith
Division Engineer
La Grande, Oregon

Dear Sir:

I hand you herewith an order for extra work in connection with removing stumps from binder pit, from which binder material was taken for use at the Meacham over-crossing in Umatilla County.

I would recommend that this order for extra work be allowed in as much as it was necessary for the contractor to grub and remove a few stumps from the binder pit. This binder pit was used for binder or filler in the base course. In as much as the binder pit for base course material was not designated before the contract was let, the contractor had no means of knowing that it would be necessary to do any clearing or grubbing at the point from which the binder material was taken, and could not therefore anticipate any cost which he might have been put to and did not therefore figure this cost in his bid.

Very truly yours,

H. G. SMITH
Division Engineer

By: Office Engineer

OC:OG

Form 30—2146—(3m -8-35.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 22, 1936

Job Name Meacham Overxing Surfacing — Week from 5-16 to 5-22

Mail Address La Grande, Ore.

Highway Old Oregon Trail — Telegraph or Telephone Address

County Umatilla — Job Prefix 30PC-4 — Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Offset stakes were set for surfacing. Resident Engr. went over the work with H.G. Johnson the contractor, who outlined the manner in which he expected to handle the work.

The contractor has been moving bunkers this week, drilling quarry and placed shot.

(See back of this sheet for instructions and detailed information.)

Signed Vesper Cuttler

Title Res Engr

09628

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 0-66

Miles completed None

Miles partially done None

Average daily yardage placed this week None

Average daily yardage necessary to complete on time 125

Contractor's average force for week 9 men,

1 teams, 2 trucks

Percentage of total required yardage now in place None

Surfacing will be completed about June 30-1926

Number men in Engineering Party None regularly

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... Percentage .....

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

QQ 628

May 5th, 1926.

Standard Oil Company of California,
First National Bank Bldg.,
Walla Walla, Washington.

Attention Mr. J. P. Crudan, District Sales Mgr.

Dear Sir:

In reply to your letter of the 3rd instant, relative to the contract awarded to H. C. Johnson, will say that this is State Highway Contract No. 868, awarded to Mr. Johnson by the Highway Commission on February 25th, 1926, and covers the surfacing of the Meacham Overcrossing Approaches - a small job 0.66 miles in length. The amount of the contract if $10,120. The amount of the bond is also $10,120. The surety is the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson are the local agents. Their office is in the Yeon Bldg., Portland, Oregon. The specified date of completion is June 30, 1926.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
FIRST NATIONAL BANK BLDG
11 SOUTH SECOND STREET
P. O DRAWER 66

SALES DEPAPTMENT
J. P. CRUDEN
DISTRICT SALES MANAGER
H. W. MC CALLUM
ASSISTANT DISTRICT SALES MANAGER

WALLA WALLA, WASH.
May 3, 1926

Re: H. C. Johnson

Oregon State Highway Commission
Salem, Oregon

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

Gentlemen:

Attention: Mr. H. B. Glaisyer

It is our understanding that the above contractor has been awarded a contract for the resurfacing of a portion of State Highway near Meacham, Oregon.

In order that we may protect our interests in the furnishing of materials to this contractor, will you kindly favor us with a complete description of the contract, the amount involved when the contract will be completed and who the contractor's Bonding company is in this case.

Yours very truly,
STANDARD OIL COMPANY OF CALIFORNIA

By J. P. CRUDEN
District Sales Manager

By J. Cruden

JJ:FC
Credit

#868
Richfield Meacham Oreg Highway 0.66
Contr. $10,120.00 - Amt guaranteed
Return Oct. 1, 5
June 30, 1926 completed
Date of contract Feb 25, 1926

FORM S 23782 10M-2-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

99628

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

109

OREGON STATE HIGHWAY COMMISSION

SALEM

LaGrande, Oregon.
February 20, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

FEB 22 1926

Att'n: Mr. Probert.

Dear sir:

Attached are the revised estimates of cost for the comparison of bids on the Meacham Overcrossing and the Baker-Stices Gulch section, making these estimates conformable with the yardage given in the proposals.

Yours very truly,

H. G. Smith

Acting Division Engineer.

HGS:B

Encl.

Meacham Overcrossing

Old Oregon Trail

.66 mile, surfacing.

Estimate of Cost for Comparison of Bids by H. G. SMITH.

Item No.	Item.	Quantity.	Unit Price	Amount
1.	Sub-base surfacing	150 cu. yds.	2.00	300.00
2.	Base course surfacing	1100 " "	2.15	2365.00
3.	Top course surfacing	700 " "	2.30	1610.00
4.	Base Filler	350 " "	.40	140.00
5.	Top Filler	210 " "	2.00	420.00
6.	Cushion	130 " "	.40	52.00
7.	Grade "A" maintenance	2000 " "	1.50	3000.00
8.	Grade "B" maintenance	1000 " "	1.75	1750.00
				9,637.00
	Plus 10% for engineering and contingencies------			963.70
			Total----------	$10,600.70

(This estimate includes a contractor's profit of 15%.)

2/20/26

Baker - Stices Gulch section.

Baker-Unity Highway

8.12 miles surfacing.

Estimate of Cost for Comparison of Bids by H. G. SMITH.

Item No.	Item	Quantity	Unit Price.	Amount.
1.	Sub-base surfacing	3500 cu. yds.	1.85	6,475.00
2.	Base course surfacing	7500 " "	2.00	15,000.00
3.	Top course surfacing	9000 " "	2.10	18,900.00
4.	Filler	6000 " "	.35	2,100.00
5.	Maintenance material	1500 " "	1.50	2,250.00
				44,725.00
	Plus 10% for engineering and contingencies--------			4,472.50
			Total--	$49,197.50

(This estimate includes a contractor's profit of 15%.)

FORM 8 82788 1000-8-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

Pg 62B

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

LaGrande, Oregon.
February 4, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Att'n: Mr. Probert.

Dear sir:

In sending in the plans for the Meacham Overcrossing surfacing, you will note that the typical section does not call for full trenching, as I am unable to see ow this trenching method solves our problem of shoulder breakage on oiled roads. It seems to me that this method actually intensifies our troubles instead of helping.

It is my idea, and in that I believe I express the ideas of the Maintenance Engineers in this division, that the surfacing should be spread from shoulder to shoulder so that there is no earth shoulder at all. There being no clear line of demarcation between the macadam and the earth shoulder either in our present method of construction or in the trench method of construction, the oil spreads out over the shoulder and forms a superficial coating. This coating on the shoulder holds until a heavy load comes on it and then it breaks into lumps, giving a bad impression of the oil and forming depressions near the edge where water accumulates.

Also, teamsters habitually drive one horse and one wagon wheel on the earth shoulder so that the horse can get a better pull in case of slippery conditions. This is the big cause of the failure of oil on earth shoulders. A large part of the Oregon Trail from Pendleton to Umatilla was feather-edged from shoulder to shoulder when it was re-surfaced. This section has given the least trouble of any of our oiling from shoulder breakage, in fact, I would consider shoulder breakage entirely absent from this section.

Where there is no earth shoulder to cause teamsters to drive intentionally close to the edge, there

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

has been no noticeable breakage in the macadam even though it is thinner out near the edges.

For the above reasons I would prefer to lay a section on the Meacham Overcrossing as was laid on the Emigrant Hill resurfacing, sixteen feet surface feather-edge to twenty feet.

Yours very truly,

H G Smith

Acting Division Engineer.

HGS:B
Encl.

2/4/26

Meacham Overcrossing

Old Oregon Trail

.66 mile, surfacing.

Estimate of Cost for Comparison of Bids by H. G. SMITH.

Item No.	Item.	Quantity.	Unit Price.	Amount.
1.	Sub-base surfacing	150 cu. yds.	2.00	300.00
2.	Base course surfacing	~~3000~~ " " 1100.	2.15	2150.00
3.	Top course surfacing	700 " "	2.30	1610.00
4.	Base Filler	350 " "	.40	140.00
5.	Top Filler	210 " "	2.00	420.00
6.	Chshion	130 " "	.40	~~520.00~~ 52.00
7.	Grade "A" Maintenance	2000 " "	1.50	3000.00
8.	Grade "B" "	1000 " "	1.75	1750.00
				~~$9990.00~~
	Plus 10% for engineering and contingencies------			989.00
			Total - -	~~$10,879.00~~

Superseded

(This estimate includes a contractor's profit of 15%.)

PR#628

February 2, 1926.

Mr. H. G. Smith,
Acting Division Engineer,
La Grande, Oregon.

NOTED

Dear Sir:

It occurs to us that provision should shortly be made for the surfacing of the approaches to the Meacham Overcrossing.

In discussing the matter with Mr. Baldock, the point was brought out that the oiling of the Old Oregon Trail between Pendleton and La Grande will require the use of a considerable quantity of screenings which are not now available, and that it would seem desireable to combine the production of screenings for this purpose with the production of broken stone for use in the surfacing of the approaches to the Meacham Overcrossing. If this is to be done the contract for the work should be let at once as the oiling operations should be in progress early in June, at the latest.

In view of these considerations, we suggest that bids for this work be received at the letting to be held on February 25. To accomplish this it will of course be necessary that the information needed for the preparation of plans and specifications be submitted at once, and in no case later than the 8th of the month.

Our idea would be to include in the project, in addition to the surfacing of the approaches to the overcrossing, the production of maintenance materials and screenings for use in connection with the oiling operations for a section of the highway extending five or six miles in either direction. Your knowledge of local conditions will enable you to determine the distances to which it will be economical to haul the materials. Mr. Baldock seems to think that you may wish to have the maintenance materials crushed to a one-half inch maximum size. This is of course a matter for your determination.

In view of the fact that the surfacing of the approaches to the overcrossing will be oiled within the next year or so, you may wish to consider a variation from the usual feather-edged cross-section. We would suggest the use of a trenched section 18 feet in width by 8 inches in loose thickness, the lower 5 inches to be of 1½ or 2 inch material

and the upper 3 inches to be of 3/4 or 1/2inch material. We plan to use such a section in the surfacing of the Bend-Lava Butte Section, in Mr. Wanner's division.

Very truly yours,

ROY A. KLEEN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

#839-30BC-3

January 15, 1926.

Maryland Casualty Company,
Rodgers Hart Banks Company, Agents,
Railway Exchange Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 839 for the construction of the Meacham Overcrossing Section of the Old Oregon Trail in Umatilla County consisting of 0.59 miles of grading has been completed by the contractors, Morrison-Knudsen Company and that final settlement will be made by the State with said contractors for work done under said contract on or after January 25th, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,

Chief Clerk.

Dist. by J. McFarland.

99-620

December 29, 1926.

Mr. J. D. Tobin,
Echo, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 27th inst. concerning the claim of the Quality Brass & Aluminum Foundry against yourself for bridge blocks furnished you in connection with your contract for the construction of the Meacham overcrossing.

Please be advised that we are today passing the information contained in your letter on to your surety and the attorney for the claimants.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

#814-30 PC-2
62 R

The Fidelity & Deposit Company of Maryland,
John B. Coffey, Agent,
Wilcox Bldg., Portland, Oregon.

Echo Ore
Dec 27-25

Myer & Rubin atty
for Beaty

$400

Dear Sir,

Your letter of Dec. 23rd. in regard to bridge blocks recieved, I am unable to figure this as my bill. I used no bridge blocks in the Meacham bridge.

I do not know The Quality Brass & Aluminum foundry. I have never had any business with them, in fact I never heard the name until I recieved your letter. I do not know or ever heard of their lawyer Mr Ruben.

I assume by this being a brass foundry their bid is for brass furnished some bridge, but not to me.

H. R. G.

The brass blades on the Meacham bridge were paid for in full, & furnished by other parties, on August 25 Respt. J D Johns

#814-30 PC-2
62B

J. D. TOBIN
GENERAL CONTRACTOR
PORTLAND, OREGON

Echo Ore
Dec 27-25

Mr Roy A-Klein
State Highway Eng.
Salem. Ore.

Dear Sir,

Your letter of Dec. 23rd. in regard to bridge blocks recieved, I am unable to figure this as my bill. I used no bridge blocks in the Meacham bridge.

I do not know the quality Brass & Aluminum foundry. I have never had any business with them, in fact I never heard the name until I recieved your letter. I do not know or ever heard of them lawyer Mr Ruben.

I assume by this being a brass foundry their bill is for brass furnished some bridge, but not to me.

ANSWERED
H. R. G.

The brass blades on the Meacham bridge was paid for in full, & furnished by other parties, on August 25 Respt. J D Tobin

December 24, 1925.

Fidelity & Deposit Company of Maryland,
c/o John D. Gozzy Company, Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

At the request of the Secretary of State we are mailing to you herewith copy of the notice of the claim of the Quality Brass & Aluminum Foundry against J. D. Tobin in the sum of $400, the original of which is on file in his office.

This is mailed to you as you appear as surety on the bond furnished in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

December 24, 1925.

Mr. Sam A. Koser,
Secretary of State,
B u i l d i n g.

Attention Mr. H. J. Haas, Filing Division.

Gentlemen:

We acknowledge receipt of your letter of the 23rd inst. enclosing three copies of the notice of the claim of the Quality Brass & Aluminum Foundry against J. A. Tobin, it being for materials furnished Mr. Tobin in connection with his contract for the construction of the Mecham Overcrossing, state highway contract No. 61[illegible].

Please be advised that we are today forwarding copies of this notice to the contractor and the surety on his bond in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleisner,
Chief Clerk.

HBG:LM

DEPUTY SECRETARY

OREGON

DEPARTMENT OF STATE

SALEM

December 23, 1925.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

#814

You are respectfully advised that we have received from Myer C. Rubin, Attorney, Yeon Building, Portland, Oregon, and filed as of this date, a notice of claim by the Quality Brass & Aluminum Foundry, for materials furnished in the sum of $400.00 against the bond taken from J. A. Tobin, principal, and the Fidelity & Deposit Company of Maryland, surety, for the work of building a bridge known as Meacham Cross-Over Bridge for the Oregon State Highway Commission under contract number 814.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

Jno B Colby Co
wilcox Mfg.

RECEIVED
DEC 2 1925

ACKNOWLEDGED
H B, G

Portland, Oregon,
December 18th, 1925.

To the Secretary of the State of Oregon, and the State Highway Commission of the State of Oregon:

NOTICE IS HEREBY GIVEN that the undersigned, Quality Brass & Aluminum Foundry, has a claim for materials furnished, to-wit: 19 Bronze Bridge Blocks, Req. 2313, #2051, at 19c, $389.69, furnished July 24th, 1925, and 17 Bronze Bridge Blocks, Req. 2313, #1926, at 19c, $365.94, furnished July 27th, 1925, at the request of Heiser Machine Works, upon which $355.63 has been paid, which claim of undersigned is in the sum of $400.00 against the bond taken from J. A. Tobin, principal, and the Fidelity & Deposit Company of Maryland, suroty upon such bond, for the work of building a bridge known as Measham Cross-Over Bridge for the State Highway Commission of the State of Oregon, being contract of J. A. Tobin, Number 814, for State Highway construction work.

QUALITY BRASS & ALUMINUM FOUNDRY

BY CHAS. N. PERKINS.

ENDORSED:

File No. 499.
December 23, 1925, SAM A. KOZER, Secretary of State.

December 24, 1925.

Mr. J. D. Tobin,
1026 Vancouver Avenue,
Portland, Oregon.

Dear Sir:

We enclose herewith copy of notice of claim of the Quality Brass & Aluminum Foundry against yourself for materials furnished you in the sum of $400 in connection with your contract for the construction of the Meacham Overcrossing. The original of this claim is on file in the Secretary of State's office.

This copy is being mailed to you at the instance of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

by

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

December 23, 1925.

Mr. Myer C. Rubin,
Attorney,
Yeon Building,
Portland, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 22nd inst. enclosing notice of the claim of the Quality Brass & Aluminum Foundry against J. A. Tobin, which claim is in amount $400 and is for materials furnished Mr. Tobin in connection with his contract No. 814 for the Meacham Overcrossing.

We are today calling this matter to the attention of the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

PORTLAND, OREGON
MAIN 0087

Dedember 22nd, 1925

STATE HIGHWAY COMMISSION,
SALEM, OREGON.

Gentlemen:

Enclosed please find claim of Quality Brass & Aluminum Foundry against the bond of J. A. Tobin, contract #814 which it desires to file under the provision of the law relative to construction of public works.

Respectfully,

Myer Tobin

H. B. G.

Portland, Oregon,
December 18th, 1925.

To the Secretary of the State of Oregon, and
the State Highway Commission of the State
of Oregon:

NOTICE IS HEREBY GIVEN that the undersigned, Quality Brass & Aluminum Foundry, has a claim for materials furnished, to-wit: 19 Bronze Bridge Blocks, Req. 2313, #2051, at 19c, $389.69, furnished July 24th, 1925, and 17 Bronze Bridge Blocks, Req. 2313, #1926, at 19c, $365.94, furnished July 27th, 1925, at the request of Helser Machine Works, upon which $355.63 has been paid, which claim of undersigned is in the sum of $400.00 against the bond taken from J. A. Tobin, principal, and the Fidelity & Deposit Company of Maryland, surety upon such bond, for the work of building a bridge known as Meacham Cross-Over Bridge for the State Highway Commission of the State of Oregon, being contract of J. A. Tobin, Number 814, for State Highway construction work.

Geo S Coffey Co
wires sent.

QUALITY BRASS & ALUMINUM FOUNDRY

BY [illegible]

J. D. Tobin

December 23, 1925.

Mr. J. D. Tobin,
1084 Vancouver Avenue,
Portland, Oregon.

Dear Sir:

This letter is to advise you that we have today received from Mr. Myer G. Rubin, Lawyer, Yeon Building, Portland, Oregon, notice of the claim of the Quality Brass & Aluminum Foundry against yourself, which claim is in amount $400.00 it being for balance due in connection with furnishing bridge blocks, etc. in connect on with your contract for the construction of the Measham Overcrossing.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

HBC:LM

PG-626

December 21, 1925.

Mr. J. D. Tobin,
1024 Vancouver Avenue,
Portland, Oregon.

Dear Sir:

Your request for an extension of time on contract No. 314 covering the construction of the Meacham overcrossing structure on the Old Oregon Trail in Umatilla County, was considered at a meeting of the Highway Commision on December 9th and the following action was taken:

"J. D. Tobin, contract No. 314, Meacham overcrossing structure, Old Oregon Trail, Umatilla County, requested an extension of time to November 30, 1925. The Engineer recommended that the extension requested be granted without penalty. Recommendation approved by the Commission".

Very truly yours,

State Highway Engineer.

LM

09 628

UMATILLA COUNTY
OFFICE OF ROADMASTER

L. J. SHANNON.
ROADMASTER

RECEIVED
OCT 17 1925
OREGON
STATE HIGHWAY COMMISSION

PENDLETON, OREGON,
Oct. 16th, 1925

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are mailing under sepatate cover, copies of agreement between Oregon-Washington Railroad & Navigation Co. and Umatilla County for the construction of Meacham Overhead Crossing. Duly executed by the Commissioners of Umatilla County.

Very truly yours,
L. J. Shannon,
County Roadmaster.

LJS/CWC

Rec'd 10/19/25

CABLE ADDRESS "MA[illegible] SC[illegible] CAPITAL AND SURPLUS OVER $ [illegible].00

09628

INCORPORATED 1898

MARYLAND CASUALTY COMPANY

F. HIGHLANDS BURNS, PRESIDENT.

HOME OFFICE — BALTIMORE

PLEASE ADDRESS REPLY TO WRITER AND QUOTE CAPTION

SHEPPARD & FALK
General Agents
Owyhee Hotel Building
BOISE, + IDAHO

October 16, 1925

Oregon State Highway Commission,
Salem, Ore.

Gentlemen:

Beg to acknowledge receipt of yours of October fourteenth enclosing copy of contract awarded Morrison-Knudsen for the Keacham Overcrossing Section and we note that your recorus show that a fully executed copy was sent to Rogers-Hart-Banks of Portland but we wrote to them and our information was that they did not have it and so the Maryland asked us for one and we certainly appreciate your courteousy and promptness in sending us this and want to thank you accordingly.

Very truly yours,

SHEPPARD & FALK,

MM

NOTICE
[illegible]

EG-620

October 14, 1925

Maryland Casualty Company,
c/o Sheppard & Falk, General Agents,
Owyhee Hotel Building,
Boise, Idaho.

Gentlemen:

We have your letter of the 12th inst. requesting a copy of the contract awarded to the Morrison-Knudsen Company by the Highway Commission for the construction of the Meacham Overcrossing Section of the Old Oregon Trail, consisting of 0.59 miles of grading.

In reply will say that our records show that a fully executed copy of this contract was mailed to Rogers Hart Banks Company of Portland on the 31st day of August.

In order that your records may be complete on the subject we are mailing to you herewith a copy of this contract for your files.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

INCORPORATED 1898

MARYLAND CASUALTY COMPANY

F. HIGHLANDS BURNS, PRESIDENT.

PLEASE ADDRESS REPLY TO WRITER AND QUOTE CAPTION

HOME OFFICE — BALTIMORE

SHEPPARD & FALK
General Agents
Owyhee Hotel Building
BOISE, — IDAHO

October 12, 1925

#837

State Highway Commission,
Salem, Oregon

Gentlemen:

We recently executed a contract bond for Morrison-Knudsen Company to the State of Oregon covering grading Meacham Overcrossing section of the Old Oregon Trail in Umatilla County and the bond was signed by Rodgers-Hart-Banks Company, agents of the Maryland Casualty Company at Portland.

The surety company has not been furnished with a copy of the contract and we are wondering if you can send one?

Thanking you for your co-operation, we are

Yours very truly,

SHEPPARD & FALK,

By _____

MK

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. ------

POST OFFICE BUILDING,
PORTLAND, OREG.

October 1, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project 462-B, Meacham Overcrossing. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

Form P. R. 2

State Oregon

Project No. 62, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of August, 1925

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 6th day of December, 1921, a project statement, which was approved by the Secretary on the 8th day of April, 1922, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 23rd day of May, 19 25, and approved by the Secretary on the 21st day of Aug, 1925; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty thousand, two hundred eighty-one and 80/100

dollars ($20,281.80) as the share of the United States payable under said act on account of Section B of said project, which does not exceed 42.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State a $12,431.93 contributed by the O.W.R.R. & N. Co., and the balance from sale of bonds authorized by legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920,

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the county of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department)

*(c) By the county of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(d) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following bridge, as described in detail in said surveys, plans, and specifications:

[redacted] Bridge over the O.W.R.R. & N. Co. tracks and Meacham Creek, in Sec. 3, T. 1 S., R. 35 E., near Meacham, on the Old Oregon Trail Highway, Kamela-Cabbage Hill Section, Umatilla County, being Section 5 of Oregon Federal Aid Project No. 62, [redacted], a distance of 0.0613 miles, [redacted]

[redacted]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that prior to or immediately upon the completion of the improvement contemplated under this agreement it will construct suitable road connections between the ends of the bridge and the existing highway.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of Section B of said project shall not in any event exceed (*a*) the said sum of twenty thousand, two hundred eighty-one and 00/100 dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of thirty-three thousand, eight hundred three and 00/100 dollars, the approved total estimated cost of Section B of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section B of said project in conformity to said plans and specifications.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county) (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** ..... of **Oregon** .....
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $**18,675.00** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **In accordance with Resolution of August 7, 1917, Chapter 237, Laws of 1917.**
(Include reference to statute authorizing

..... funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)
.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds and probable amount annually available)
.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....

*(Strike out if not appropriate)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 21st day of August, 1925

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By .....
Chairman, State Highway Commission
(Title of officer)

By W B Vaughan
Member, State Highway Commission
(Title of officer)

[SEAL]

By W H Malone
Member, State Highway Commission
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL]

P. W. Kent
ACTING Secretary of Agriculture.

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

...AND SURETY BONDS

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a [redacted] bridge over the O.W.R.R. & N. Co. tracks and Meacham Creek, in Sec. 3, T. 1 S., R. 33 E., near Meacham, on the Old Oregon Trail Highway, Kamela-Cabbage Hill Section, Umatilla County,

[redacted]

and designated in the records of this Department as Section B of Project No. 62, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 33,803.00 as the total estimated cost of Section B of said project, and the sum of $ 20,281.80 as the share of the United States, payable under said acts on account of such project, which does not exceed 60.00 per cent of said total estimated cost.

Done at the city of Washington, this 21st day of August one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4939

WB

... CLASSES OF CASUALTY INSURANCE AND SURETY BONDS

CABLE ADDRESS "M[illegible]" CAPITAL AND SURPLUS OVER $[illegible]

OG 62 B

INCORPORATED 1898

MARYLAND CASUALTY COMPANY

F. HIGHLANDS BURNS, PRESIDENT.

PLEASE ADDRESS REPLY TO WRITER AND QUOTE CAPTION

HOME OFFICE — BALTIMORE

RODGERS-HART-BANKS CO.
General Agents
615 Railway Exchange Building
PORTLAND, - OREGON

Sept. 1, 1925.

Mr. H.B. Glaisyer,
Chief Clerk,
Oregon State Highway,
Salem, Oregon.

Dear Sir:

We have your favor of yesterday with copy of contract #839 for which please accept our thanks.

Yours very truly,

RODGERS HART BANKS CO.

Geo. S. Rodgers
Sec'y & Manager

GSR:CB
Enc.

NOTED
H B GLAISYER

99-628

August 31, 1925.

Rodgers Hart Banks Company,
Railway Exchange Building,
Portland, Oregon.

Gentlemen:

Attached hereto please find one fully executed copy of contract No..839 covering the construction of 0.59 miles of grading on the Meacham Overcrossing Section of the Old Oregon Trail in Umatilla County, recently awarded to Morrison-Knudsen Company. This copy is for your records and files as you appear as surety on the bond furnished by this company.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

LM
Encl.

August 24, 1925.

Morrison-Knudsen Company,
319 Broadway,
Boise, Idaho.

Gentlemen:

Attached please find fully executed copy of contract No. 339 for grading the Meacham Overcrossing Section of the Old Oregon Trail in Umatilla County, which was awarded to you on July 28, 1925 by the State Highway Commission.

This copy is for your records and files.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HI

CABLE ADDRESS [illegible] CAPITAL AND SURPLUS OVER [illegible]00.00

MARYLAND CASUALTY COMPANY

F. HIGHLANDS BURNS, PRESIDENT

HOME OFFICE - BALTIMORE

PLEASE ADDRESS REPLY TO WRITER

SHEPPARD & FALK
General Agents
Owyhee Hotel Building
BOISE, -:- IDAHO

August 17, 1925

Oregon State Highway Commission,
Salem, Oregon

Attention: Roy A. Klein,
State Highway Engineer

Dear Sir:

Pursuant to your letter of August third to Morrison-Knudsen Company, 319 Broadway, Boise, Idaho, we are forwarding by registered mail the four copies of the contract and bond covering construction of 0.59 miles of grading on the Meacham Overcrossing Section of the Old Oregon Trail in Umatilla County, which have been executed by the principal, Morrison-Knudsen Company, and by the Maryland Casualty Company as surety.

We trust you will find these in order.

Very truly yours,

SHEPPARD & FALK,

By H. N. Falk
m

MM

FQ 6 R B

August 3, 1925.

Morrison-Knudsen Company,
319 Broadway,
Boise, Idaho.

Gentlemen:

Attached find four copies of contract and bond covering the construction of 0.59 miles of grading on the Meacham Overcrossing Section of the Old Oregon Trail in Umatilla County, our contract No. 538, awarded to you by the Highway Commission on July 28th.

Please execute all four copies of the contract and bond and return them to this office for the signatures of the members of the Highway Commission, after which one fully executed copy will be returned to you for your files.

Your attention is called to the paragraph on page 7 relating to the workmen's compensation act. You are expected to carry on your work in strict compliance with the terms of this clause.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

LM

FORM 3 28702 10M-2-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

La Grande, Oregon

July 25, 1925.

Mr. R. A. Klein,
State Highway Engineer.
Salem, Oregon.

RLB:B

Attn: Mr. Probert

Dear Sir:

Enclosed herewith is a revised estimate for grading the approaches to the Meacham overhead crossing.

Yours very truly,

R. L. Babcock

Division Engineer.

RLB:B
Enc.

7/25/25

Umatilla County.
Old Oregon Trail.
Meacham Overcrossing Section.
0.59 miles grading.

STATE HIGHWAY COMMISSION
SALEM

Engineer's Estimate of Cost:

Clearing and grubbing	All required	---	850.00
Common excavation	7,000 cu yds	.28	1,960.00
Intermediate excavation	4,700 " "	.48	2,256.00
Solid rock excavation	9,200 " "	1.10	10,120.00
Overhaul	69,300 sta."	.04	2,772.00
18" concrete culvert pipe	60 lin ft	2.50	150.00
	Total ----------		$18,108.00
Plus 10% for engineering and contingencies --------			1,810.80
			$19,918.80

Based on 15% profit.

FORM 2 55788 16M-8-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

La Grande, Oregon,
July 7, 1925.

pr 62-B

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

30 PC-1
Grading.

Attention Mr. Probert.

Dear Sir:

Herewith special provisions, estimate of costs and revised summary of quantities for the Meacham overhead grading.

You will note I have changed the preliminary estimate of classification somewhat.

The bridge contractor is proceeding rapidly with his work and I believe this section should be advertised for the July meeting. I took this up with Mr. Klein and he ordered me to present the data to you for the next letting.

I have not sent in a sketch map and would suggest that the contractors be furnished with a copy of the fifty foot map of the overhead crossing which shows the lay-out.

Very truly yours,

Probert

Division Engineer.

HHB V

Incls.

7/7/25

Old Oregon Trail.
Meacham Overcrossing Section.
0.71 miles grading.

Engineer's Estimate of Cost:

Clearing and Grubbing	All required	---	850.00
Common excavation	7,000 cu yds	.30	2,100.00
Intermediate excavation	4,700 " "	.50	2,350.00
Solid rock excavation	9,200 " "	1.15	10,580.00
Overhaul	69,300 Sta "	.04	2,772.00
18" concrete culvert pipe	60 lin ft	2.50	150.00
			$18,802.00
Plus 10% for engineering and contingencies ----------			1,880.20
			$20,682.20

Based on 15% profit.

7/7/25

HIGHWAY COMMISSION
SALEM

Old Oregon Trail.
Meacham Overcrossing Section.
Umatilla County.
0.71 miles grading.

Location of Work:

The location of the work to be done under this contract is on the Old Oregon Trail, beginning in the town of Meacham and extending approximately three-quarters (3/4) of a mile east therefrom, more particularly from station 1594 to 1632+50.

Work to be Done:

The work to be done under this contract involves grading of roadbed as shown on the profile and the construction of the approach fills to the Meacham overhead crossing, a total distance of 3800 feet.

Date of Completion:

The work to be done under this contract is to be completed on or before December 15th, 1925.

Clearing and Grubbing:

The width of right-of-way on this section varies:

Between stations 1594 and 1604 + 65 the width is 80 feet, being 40 feet on either side of the center line.

Between stations 1606 + 32 and 1612 the width is 150 feet, being 75 feet on either side of the center line.

From stations 1612 to 1632 the width is 80 feet, being 40 feet on either side of the center line.

In addition it will be necessary to clear the Meacham Creek channel change at the bridge site, involving 1.15 acres.

FORM S 35903 5M-10-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM June 23, 1925.

COPY

U. S. Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

Mr. DeSouza

Gentlemen:-

Under separate cover we have sent you five sets of prints showing our revised design for the Meacham Overhead Crossing, Oregon Federal Aid Project #62-B.

We have now shown expansion plates for the 57' span which provide for deflection as well as for expansion. We have also adopted your scheme for reinforcing the upper side of the main girders in the long span and have thereby been enabled to reduce the volume of concrete considerably.

We are inclosing our estimate of the cost of this structure on which the prices shown are those which are embodied in our contract with J. D. Tobin for the construction of this work.

We trust that with this information, the project is in shape for approval.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Bridge Engineer.

MR:RP

ESTIMATE OF COST - MEACHAM OVERHEAD CROSSING

Oregon Federal Aid Project #62-B

250 cu. yds. excavation at $1.50 - - - - -		$375.00
50 cu. yds. Exc. below elev. shown $1.50 -		75.00
590 cu. yds. Class A Concrete at $22.00		12,980.00
260 cu. yds. Class D Concrete at $25.00		6,500.00
125,000 lbs. Metal Reinforcement	.06	7,500.00
660 lin. ft. concrete handrail	5.00	3,300.00
Total -		$30,730.00

June 10, 1925.

FR 62-B

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Meacham Overcrossing, Oregon Federal Aid Project No. 62-B.

At the present time it is not definitely known just exactly when the contracts for the construction of the balance of the gap left in the original Project No. 62 at Meacham will be awarded. It is probable, however, that at that time we will wish to request federal aid on this work, if funds are then available.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. E. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

Encls.

Oregon State Highway Department — Project No. 85-3

MEACHAM OVERCROSSING ON THE MEACHAM SECTION OF THE OLD OREGON TRAIL

IN UMATILLA COUNTY

(Estimate on basis for Project Agreement. Based on Contract Prices.)

Salem, Oregon, June 10, 1936.

250	cu.yds	Excavation	$ 1.50	$ 375.00
50	cu.yds	Excavation below piers	1.50	75.00
500	cu.yds	Class "A" Concrete	30.00	15,000.00
200	cu.yds	Class "B" Concrete	21.63	4,326.00
125,000	lbs	Metal Reinforcement	.06	7,500.00
600	lin.ft.	Concrete Handrail	5.00	3,000.00
		Sub-total		$ 30,276.00
		10% Engr. & Contingencies		3,073.00
				$ 33,000.00

Length of Structure 0.0618 Mi.
Cost per Mile $534,436.56

State Funds Available - $ 12,681.00
Federal Aid Requested - 20,281.00

$ 33,000.00

OQ 628

June 5, 1925.

Mr. J. D. Tobin,
1094 Vancouver Avenue,
Portland, Oregon.

Dear Sir:

Herewith enclosed please find four copies of state highway contract No. 814 for the construction of the Needham overcrossing awarded to you by the Highway Commission on May 29th.

Kindly execute all four copies as to agreement and bond and return them to this office for the further execution of the members of the Highway Commission. As soon as this is done we will see that you are supplied with one fully executed copy for your records and files.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By.

F. B. Olmsyer,
Chief Clerk.

HEO:LZ

FORM S 53755 10M-8-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

La Grande, Oregon,
March 25, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Meacham Overcrossing.

Attention Mr. Skelley.

Dear Sir:

In reply to your communication of March 21st regarding Meacham overcrossing am inclosing herewith your map. I find that the tie shown from point "A" as being 796.8 feet north of the south line of section 3 should have been 976.8 feet, the figures having been transposed. This error extended on to the designation of point "B". The map shows the corrections.

Even with this change it still checks off about 120 feet from the section line shown on the 400' map. The tie to point "A" was coordinated from point "C", which was the former intersection of the railroad and highway.

I did not rerun the section tie out. If you think best to have this done I will have the section line reestablished in the field. I presume though that you are in a hurry and thought may be it would not make so much difference in presenting to the railroad company and this could be run out some time later when more convenient. Please advise your opinion in this regard.

The right of way west from station 1595 + 60 is 60 feet, and east from this stationing it was changed to 80 feet.

Very truly yours,

Division Engineer.

Incl.

March 21, 1926.

Mr. R. H. Baldock,
Division Engineer,
La Grande, Oregon.

Dear Sir:

The map of the Meacham Overcrossing section; recently submitted to this office shows the intersection of the O. W. R. R. & N. and highway center lines (designated as "Point A") as being 796.8 feet north of the south line of Section 3, this pulls the said section line approximately 300 feet north of where it has been shown on previous maps as is shown on the accompanying blue print.

It is difficult to reconcile this line in its northerly position, with the other section lines in this vicinity and believe it would be desirable to have the distance (796.7') checked before we complete the plans for this section.

Also the 50 foot scale map shows right of way 80 feet wide along Main Street in Meacham, while our previous maps show it as 60 feet in width.

Would be pleased to have you notify this office at your early convenience concerning the above discrepancies.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. A. Shelley,
Chief Draftsman.

EAS:LM

La Grande, Oregon,
March 9, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

50 PC-1

Attention Mr. McCullough.

Dear Sir:

In answer to your letter of March 6th in regard to the Meacham overcrossing, in which you inclosed print illustrating a scheme wherein the structure would cross only two tracks in the main opening, and further by which the grade line could be lowered about 1½', advise that I am unable to furnish you with an estimate of cost required.

The map, profile and cross sections have been forwarded to Mr. Probert but I am sure he would be glad to work up any data you might request in this regard.

The cut on the west side of the crossing was classified 25% common and 75% solid rock. The roadbed was not widened. On the east approach the classification was 30% common, 30% intermediate and 40% solid rock, and a wide roadbed section was shown so the borrow could be taken out uniformly; also to facilitate the disposal of snow in the long thorough cut. In case the grade line is lowered the roadbed section through this cut could be narrowed.

I am sending a copy of this letter to Mr. Probert with the request that he work up the information you may require. Please let me know your decision in the matter and send a copy of the estimate..

I had another attack of appendicitis and was operated on last Wednesday. Am getting along fine and will be able to leave the hospital within four or five days. If you have any more trouble of this nature would advise you have an operation and have it over with. It is not much of an operation and otherwise there may be serious consequences.

Very truly yours,

RCB

RCB V

Division Engineer.

cc H. H. Probert.

H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

La Grande, Oregon,
March 3, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

30 PC-1

Attention Mr. Probert.

Dear Sir:

Herewith ~~100'~~ 50' Station map of the Meacham overcrossing showing showing metes and bounds description of easement to be required from the Railroad Company.

I note the bearings had been left off the tangents, which has been corrected.

Am also sending blue print of the profile showing elevations of the rails at the various track crossings. After you have made the necessary corrections on the tracing please send corrected blue print to this office.

Very truly yours,

RHB V

Division Engineer.

FORM 3 23782 1925-2-24

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

PR # 62-B

La Grande, Oregon,
February 24, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

30 PC-1

Attention Mr. Probert.

Dear Sir:

I am sending under separate cover, by registered mail, the 100' map, profile and cross-sections for the Meacham overhead project, 0.64 miles in length. The project starts at station 1594 + 00, which is approximately 0.1 of a mile east of Meacham, and extends to station 1627 + 60.3. The Railroad Company run out their curves and established the stations at the intersections. There was a slight error in their stationing which they corrected. I could not check this before, as explained in a previous letter in this regard. I thought it best to do this when we turned in the map to the Railroad Company so they will be able to spot the crossing on their map without any difficulty.

I am inclosing the estimate of cost. It seems rather high but there was more rock encountered than I thought would be found. I had test pits sunk to determine the classification. The report of the cost on the former line was erroneous as far as the classification was concerned. The cost of grading the original line would have been, in my opinion, about $14,500; the cost of the new line is approximately $22,000, or an increase by reason of the change in location of $7,500. The new line is, however, 400 feet shorter and eliminates 164° 21' angle of curvature. The surfacing will be approximately $500 less, which brings down the additional cost to about $7,000.

OK
RNK

While this is quite an addition in cost I believe it is warranted by reason of the improved alignment, which lessens the hazard to the traveling public. Furthermore, an overhead crossing of this kind cost a great deal and it will permanently fix the location for all time.

COMMISSIONERS
CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

30 IC-1-- 2--

In view of the rapidly increasing traffic on the Old Oregon Trail I believe it behooves us to be very careful in choosing locations that are to be permanent. It is, I believe, good business to temporarily use sharp curvature to save first cost and to improve the alignment as traffic warrants, but in cases where the alignment will remain fixed on account of the location of expensive structures a permanent location should be used.

I have not sent a sketch map in view of the fact that the project is only 0.64 miles in length. As soon as you wish will send the special provisions for this project.

Very truly yours,

R H B Baldock

RHB V

Division Engineer.

cc Mr. McCullough.

Incl.

Please send two blue prints of the map and profile. Mr. McCullough willprobable want some of the prints.

2/24/25

Old Oregon Trail.
Meacham Overhead.
Approach Connections.
0.64 miles grading.

Estimate of Cost:

Clearing and grubbing	fill required	---	400.00
Common excavation	6,300 cu yds	.28	1,764.00
Intermediate excavation	8,500 " "	.52	4,420.00
Solid rock excavation	11,200 " "	1.10	12,320.00
Overhaul-- station--	85,000 "	.04	3,400.00
18" pipe	60 lin ft	2.25	135.00
			$22,439.00

(Includes contractor's profit of 15%)

There will also be required 1000 feet guard rail, using concrete posts and fir rails, at an estimated cost of $1.25 per foot, or a total of $1,000.00.

REFERRED TO

By State Highway Engineer

OO OO PG-62B

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

February 20, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of February 19, requesting information as to the necessary procedure in the construction of the Meacham over-crossing, Federal aid project No. 62.

At the time of preparation of Project Agreement covering No. 62, the section between Stations 1595+00 and 1635+50 was omitted from Section "A", and in the certificate of approval by the Secretary of Agriculture reference is made to this section as Section "B".

It is our belief that this Section, Sta. 1595+00 to 1633+50 should be shown as Section "B" of the original project. This would mean that the section would not need to go through the Project Statement stage, but that plans, specifications and estimate could be forwarded for approval.

However, it would be necessary that plans be received by this office in time to be checked and approved before the calling of bids on the project.

This section "B" could then be handled as a separate section of the original project, and a reopening would not be necessary as the section would take practically the same course as sections now take under the revised method.

Very truly yours,

C. H. Purcell
District Engineer.

PR 62

February 19, 1926

Bureau Of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

The Department is now planning to proceed with the construction of the gap at Measham on the Deadman's Pass-Kamela Section, Oregon Project No.62, including construction of overcrossing at Measham.

Upon instructions from your office the project statement was prepared excepting this gap from the project. However, a clause inserted in the project agreement reads as follows:

"(c) The Highway Department hereby agrees that within five years from the date of execution of this agreement it will submit plans, specifications, and estimates and enter into project agre ments to cover the remaining mileage of said Oregon Project No. 62 as approved by the Secretary of Agriculture on April 5, 1923."

From this clause, we would consider that the gap was considered as a part of the original project and that in carrying out the improvement now contemplated it will not be necessary to submit a new project statement, but that we may simply submit the required plans, specifications, and estimates under a re-opening of project No. 62. In case our understanding of the matter is incorrect will you please advise us immediately in order that we may prepare the necessary project statement.

Under the revised plan of handling sections, would it be possible for us to simply consider this as Unit 3 of Project 62, without being required to take into consideration the previous expenditure on the balance. In other words, would it be possible for the work now contemplated to be set up as an entirely separate and individual unit, the same as is being done on other projects now being handled under the revised procedure.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeSouza:L
cc

PR*

62-B

February 18, 1925

Mr. R.H. Baldock,
Division Engineer,
La Grande, Oregon

Dear Sir:

In answer to your letter of February 17th, we are pleased to advise as follows in regard to the Meacham Overcrossing federal aid project.

First of all, I will state, for your information, that federal aid projects are not limited to work of specified class or to work to be performed at any one time. A federal aid project would, it seems to me, be more appropriately called a federal aid section, for the reason that it applies to the section of highway involved for all time to come, and under it any and all classes of new construction work can be performed. The project statement is not an agreement covering the performance of any particular work, but is simply an agreement as to the general acceptability of a section of highway for improvement as a federal aid project. After a project statement is approved, we can go ahead with the improvement of the section involved in such manner as we see fit, receiving federal aid upon such of that work, as is done in accordance with plans which have been submitted to and approved by the Federal Bureau prior to the awarding of contracts.

For the Meacham Overcrossing project, we are putting in a project statement covering the whole of the unimproved section at that point. We can then award contracts for the different classes of work involved in such manner as we see fit; that is, we can contract the grading, the structure and the surfacing all together, or we can contract them separately and at such times as we wish. We can also ask for federal aid upon all of these classes of work or upon any one of them. If we should elect to handle some one of the three classes of work without federal aid, then it would not be necessary for us to submit plans for that class of work to the Federal Bureau. Technically the Bureau would have no control over such part of the work as we might elect to perform without federal aid. Practically, however, they can refuse to approve the plans for some part of the work that we desire their cooperation in, unless we give them assurance that the work which we perform without their cooperation will be done in accordance with certain standards.

On the Meacham Project our present plan is to ask for federal cooperation on all of the three classes of improvement involved. The Bridge Department will submit to the Bureau the plans for the structure. We will submit, first, the plans for the grading and, later, the plans for the surfacing, unless you should consider it advisable to contract the surfacing along with the grading, in which event the plans for grading and surfacing would go in together. We will in no event contract the structure work and the grading work in a single contract.

It is only very rarely that the fact that work is to be handled as federal aid work, influences in any way the manner in which the work is contracted or performed. Ordinarily, the only way in which federal aid affects our work, is in the matter of plans. For federal aid work we must prepare plans in accordance with the requirements of the Bureau, and we must have the Bureaus approval of the plans before the contract is awarded. We should, in fact, have this approval before bids are advertised for, so that any changes that the Bureau may wish to make can be shown in the plans that go out to bidders. This means that the information for the preparation of plans and special provisions for federal aid projects should be submitted from the Division Office about two weeks earlier than is required for other projects.

I might add that federal aid plans are used only for submission to the Bureau. Bidders are furnished roll profiles and sketch maps the same as for state projects. We find that the extra cost of duplicating the tracing work on the profiles, is more than offset by the saving in blue printing and by the greater convenience of the roll profile.

I have gone into this matter in considerable detail in an endeavor to give you a more complete idea of how the federal aid features affect the handling of projects. I hope that I have succeeded in describing the matter in a way which will not be confusing to you. Will be pleased to answer any inquiry you may wish to make.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L

c

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

La Grande, Oregon.
February 17, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. Probert

Dear Sir:

With reference to the last paragraph of your letter of February 11th in relation to data for the Meacham overhead crossing in Umatilla County, I note that you state that this overhead crossing will be federal aid, and that you wish maps, profiles, cross-section, etc as soon as it is possible.

Please be advised that I made a projection for a revised location, which projection was approved by Mr. Klein and Mr. McCullough and since that time have staked the revised location, prepared map, profile, cross section etc, but in computing the railroad station of the crossing I found there apparently was an error in the railroad chaining. In other words there must be some equation their maps do not show. They have revised their alignment, lengthened their sidings and spiraled the curves on this section since the original location for the crossing was made by David Glass in 1918. In trying to make a tie for the new location which is approximately 400 feet north of the old alignment, I was unable to reconcile my field data with the railroad maps. I traversed their tracks and made ties in their physical features but there must be some error in their stationing. I took this matter up with Mr. Chausse, Division Engineer at La Grande, of the O. W. R. & N. Co. and he very kindly offered to stake their centerline and to give me their exact stationing at the proposed crossing. He will do this Friday of this week. Immediately following this, I will submit to you all the information.

With relation to this federal aid project work, please advise as to what the project will include. Does it involve the bridge structure only, or both the bridge structure and approach fills and what provision is made for surfacing? Furthermore, will you advise whether the bridge structure and approach fills will be in the same contract. Personally I believe we could secure better bids for the grading if it was let separate. There will be about 1500 cubic yards of broken stone required.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

I would suggest that the surfacing be included in the project statement and that the most economical means for handling the small amount of broken stone involved be decided later. It might be that it could be shipped by railroad from some plant more feasably. I am writing these inquiries to be more familiar with your plans.

Very truly yours,

R O Baldock

Division Engineer.

RHB M

cc Mr. C. B. McCullough

CC CC 09-620

February 8, 1935.

Mr. C. S. McCullough,
Bridge Engineer,
Office.

NOTED
State Highway Engineer
file

Dear Sir:

Relative to the proposed plans for the proposed crossing at Meacham and particularly referring to the division of cost for the additional clearance desired by the railroad company for a third track, would say that the Commission would be agreeable to dividing the extra cost equally between the railroad company and the local authorities, that is 50% to the railroad and 50% to the state and county.

It is my understanding that Mr. Baldock is at this time making a new survey which will effect some saving in distance and provide lighter curvature at each end of the bridge, therefore, I think this matter should be held in abeyance until Baldock's plans have been received and a new design prepared.

With this letter I am returning Mr. Murray's letter of December 20th so that you may have the complete file.

Very truly yours,

State Highway Engineer.

RAK:LH
Encls.

...RTLAND } COMMISSIONERS
...CORVALLIS }

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM January 5, 1925.

IN YOUR REPLY PLEASE

REFER TO FILE No.....

Mr. R. A. Klein,
State Highway Engineer,
333 Capitol Bldg.

Dear Sir:-

In reference to the attached communication from Mr. Murray, the same having reference to plans for the proposed overcrossing at Meacham, I wish to advise as follows:

This matter has to do with two changes in plans requested by the railroad company subsequent to the hearing before the Public Service Commission. The first change has to do with an increase in vertical clearance, the railroad company requesting a clearance of 24' vertically, as against 22' adopted by the Public Service Commission. This change would result in an increase in cost of about $5000.00.

The second change has to to do with the individual span lengths, the railroad company requesting that these span lengths be revised so as to accommodate three tracks underneath the central span. This change would involve an additional expenditure from twenty-five to thirty-five hundred dollars.

Our position in response to these requests has been that the railroad company should bear the entire expense involved and on this basis several conferences have been held between this department and Mr. Murray's office.

As a result of these conferences, the railroad company has agreed to abandon their

first request (increased vertical clearance) but is inclined to insist that the span revision, as requested, be incorporated into the revised plans. In reference to this last change, the railroad company takes the position that it is rather unfair to bear the entire cost. Frankly, I can see a certain amount of merit in their contention. While it is true that no objection was made to our original plans at the hearing, it is nevertheless true, as they say, that the railroad company's representative made it perfectly clear to us that any action which they took would be subject to revision by their Omaha office. Ordinarily this has been merely a matter of form, the Omaha office approving anything that the western office approved. In this particular case, however, the Omaha office requested that provision be made for three tracks. In view of the above circumstances, it is quite apparent that the railroad company have acted in good faith with us, and perhaps it would be more fair to adopt some equitable distribution of the extra expense involved in the requested change, rather than to insist that the railroad company bear the whole burden.

In accordance with your request, I have advised Mr. Murray that this matter must come before the State Highway Commission and that he would be advised of their action in due time.

Very truly yours,

Bridge Engineer.

CBMcC:RP

CONTRACT # 816,
833, 836,

PR 119 Burnt Hill-Chetco River 1925-1928

814 833. 836

Unit	Contract Amount	Final Estimate	Over Amount
1	$ 259,711.50	$ 265,820.43	$ 5,820.82
2	105,913.00	104,633.61	293.43
3	244,310.00	234,687.61	7,471.05
4	302,168.00	283,754.96	2,256.56

FORM S-A-1 S-0443 4000 4-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR 119

OREGON STATE HIGHWAY COMMISSION

SALEM

July 3, 1928.

IN REPLY PLEASE
REFER TO FILE NO.

Memorandum to Mr. Hollenberg:

In connection with the government cooperation on the Burnt Hill-Chetco River Section, F. A. Project No. 119, please note that while the government funds requested, as computed on the final voucher, was $426,703.30, the actual payments by the government totaled $420,523.65, their last warrant being for the amount of $65,471.60 instead of $73,651.25 requested. This reduction was occasioned by the fact that the net length of the project as actually constructed, was 22.518 miles instead of 22.956 miles which was the original length of the project.

Thus, the maximum legal federal aid of the original project was 22.956 x $18,675 equals $428,703.30, which was the amount requested on the final voucher. However, the total payment by the government was computed on the basis of 22.518 miles x $18,675 equals $420,523.65. Please correct your records to correspond to this figure.

J. W. Nash

JWN:AP

Fed. Aid Proj. #119

J 323

PR 119

July 3, 1928.

Memorandum to Mr. Hollenberg:

In connection with the government cooperation on the Burnt Hill-Chetco River Section, F. A. Project No. 119, please note that while the government funds requested, as computed on the final voucher, was $426,705.30, the actual payments by the government totaled $420,523.65, their last warrant being for the amount of $55,671.60 instead of $73,661.25 requested. This reduction was occasioned by the fact that the net length of the project as actually constructed, was 22.518 miles instead of 22.956 miles which was the original length of the project.

Thus, the maximum legal federal aid of the original project was 22.956 x $18,575 equals $426,705.30, which was the amount requested on the final voucher. However, the total payment by the government was computed on the basis of 22.518 miles x $18,675 equals $420,523.65. Please correct your records to correspond to this figure.

J. W. Nash

JWN:AP

PR 119

CONSTRUCTED LENGTH - HURST HILL-CHICO RIVER, GRADING

SUMMARY

Unit 1	Net Length	Gross Length
1	5.7176704	5.7176704
2	3.2850648	3.2850648
3	5.8009439	5.8009439
4.	7.9752841	8.0361824
Totals	22.5189552	22.8298575

BURNT HILL-CHETCO RIVER, GRADING

Unit 1

488+68.5	North End
38+00.2	South End
450+68.3	Station Length
2+70.0	Ded. for Equations
448+98.3	Net Length, Sta.
8.7176704	Net Length, Miles

Equations

Back		Ahd
121 + 78.6	equals	121 + 88.6
129 + 78.9	"	129 + 88.9
133 + 86.2	"	133 + 96.2
140 + 37.7	"	140 + 38.7
150 + 81.7	"	150 + 82.7
174 + 80.7	"	174 + 81.7
184 + 86.5	"	184 + 88.5
189 + 80.1	"	189 + 91.1
219 + 94.6	"	220 + 05.6
251 + 82.1	"	252 + 16.1
263 + 10.1	"	263 + 32.1
274 + 57.5	"	276 + 80.7
281 + 98.7	"	286 + 01.8
298 + 23.7	"	298 + 36.5
304 + 81.2	"	304 + 85.6
338 + 26.9	"	338 + 36.1
347 + 96.4	"	347 + 97.8
378 + 66.8	"	378 + 69.0
4,219 + 84.9		4,222 + 65.8
		4,219 + 84.9
		2 + 79.0

BURNT HILL-CHETCO RIVER, GRADING

Unit 1

0+00.0	North End	
0+00.0		
78+50.0	South End	
0+00.0		
78+50.0		
178+50.2	Station Length	
4+10.7	Ded. for Equations	
172+39.5	Net Length, Stas.	
3.2650568	Net Length, Miles	

Equations

Back		Ahd
87 + 28.8	Equals	82 + 33.1
62 + 96.8	"	58 + 70.8
25 + 67.1	"	20 + 41.1
0 + 21.3	"	0 + 35.1
0 + 00.0 B.	"	0 + 00.0 B.
0 + 00.0 B.	"	0 + 00.0 B.
15 + 00.0	"	15 + 13.9
39 + 85.0	"	39 + 98.9
88 + 86.1	"	88 + 99.1
297 + 88.7	"	293 + 06.4
	"	297 + 52.7
		4 + 10.7

BURNT HILL - CHETCO RIVER, GRADING

Unit 1

100 + 67.2	South End
78 + 80.0	North End
302 + 07.2	Station Length
8 + 47.0	Back Bar Equations
293 + 60.2	Net Length, Sta.
5.5606439	Net Length, Miles

Back		Ahead
79 + 37.7	Equals	81 + 00.0
121 + 25.6	"	121 + 10.0
159 + 28.6	"	159 + 06.0
186 + 76.5	"	186 + 92.1
179 + 01.5	"	179 + 42.5
200 + 21.9	"	200 + 04.1
214 + 59.1	"	214 + 46.5
253 + 09.2	"	257 + 86.2
304 + 74.9	"	306 + 65.7
326 + 19.8	"	326 + 36.0
372 + 30.5	"	372 + 70.5
338 + 77.1	"	338 + 86.2
372 + 06.9	"	372 + 36.1
2,908 + 52.4		2,927 + 39.4
		2,908 + 52.4
		8 + 47.0

BURNT HILL - CHETCO RIVER, GRADING

Unit 4

		Back		Ahd
		Equations		
803+90.6	So. End Chetco Br. (Eq)	380+57.2	Equals	381+80.0
380+57.2	North End	385+37.8	"	385+65.4
		395+75.2	"	396+01.1
423+33.4	Station Length	429+88.5	"	425+77.3
180+14.8	So. End Chetco Br. (Eq)	450+67.3	"	453+17.3
265+62.0	So. End Project	454+03.0	"	454+12.5
		460+00.4	"	459+95.9
14+62.6		468+43.6	"	468+76.5
		523+86.5	"	526+38.4
427+96.8	Station Length	537+82.7	"	539+66.8
11+01.4	Deduct for Equations	539+79.5	"	540+63.4
3+85.2	" " Chetco Br.	560+10.9	"	560+66.0
		589+64.8	"	590+84.5
421+09.8	Net Length in Sta.	672+56.6	"	672+84.0
		691+47.3	"	691+67.9
7.9752841	Net Length in Miles	695+15.5	"	695+46.8
0.1108523	Chetco Bridge	726+84.4	"	728+30.8
		732+17.7	"	732+51.8
8.0861364	Gross Length	732+24.3	"	730+05.3
		10,664+13.1		10,675+24.3
				10,664+13.1
				11+01.4

803+90.6 South End Chetco Br.
788+05.3 North End Chetco Br.
6+85.3 Length Chetco Br.

0.1108523 " " " Miles

PR#119

PR#119

March 3, 1927.

E. M. Harris & Co.
Harlow, Oregon.

Gentlemen:

Reference is made to your letter of February 24, making inquiry in regard to the quantities of rubble masonry, rip rap and concrete on Units 1 and 4 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway.

For Unit 1, the final quantity of dry rubble is 875.0 cubic yards. No rip rap or Class "A" Concrete was placed on this unit.

For Unit 4, the final quantities will not be available until about April 1. The present estimate of these quantities is as follows:

Dry Rubble	535.32 cubic yards
Rip Rap	189.28 cubic yards
Cl. "A" Conc.	624.80 cubic yards

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

Ore 2-24-1927

Highway Commission
Salem Oregon

[illegible] uably uniformed as to the
Rubble masonry and riprap
and the amount of concrete
Bauers and Bauers contract
Highway in Curry County
et with them for this work
and would like these estimates so that we
can get a settlement with them and check up
with same, they have turned in to us

Very Truly Yours
E. H. Harris & Co

Barlow Ore 2-24-1927

Oregon State Highway Commission
Salem Oregon

Gentlemen:

Will you kindly inform us as to the total yardage of Rubble masonry and riprap on Unit 1 and 4 and the amount of concrete on Unit 4. of Barnes and Barnes contract on the Roosevelt Highway in Curry County We have a contract with them for this work and would like these estimates so that we can get a settlement with them and check up with ours, they have turned in to us

Very Truly Yours
E. H. Harris & Co

PR #119 ##

February 9, 1927.

Engelbert Paving and Construction Co.
Durkee, California.

Gentlemen:

Receipt is acknowledged of your letter of February 8, to Mr. W. H. Chandler, Division Engineer, requesting the construction quantities involved in constructing the dry rubble masonry headwalls on Unit 2 of the Burnt Hill-Chetco River Section, contract 886. This letter has been referred to this office by Mr. Chandler, for reply.

We are enclosing herewith an itemized statement showing the quantities requested. These amounts are those which are included in your final estimate.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. Nash/AP

CC Mr. W. H. Chandler
Grants Pass, Oregon.

PR #119 ##

February 9, 1927.

Engelbert Paving and Construction Co.
Eureka, California.

Gentlemen:

Receipt is acknowledged of your letter of February 4, to Mr. W. E. Chandler, Division Engineer, requesting the excavation quantities involved in constructing the dry rubble masonry headwalls on Unit 2 of the Burnt Hill-Chetco River Section, contract 338. This letter has been referred to this office by Mr. Chandler, for reply.

We are enclosing herewith an itemized statement showing the quantities requested. These amounts are those which are included in your final estimate.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Frobert
Office Engineer.

Dict by J. W. Nash/AP

CC Mr. W. E. Chandler
Grants Pass, Oregon.

BURNT HILL-CHETCO RIVER, UNIT NO. 2

Station	Hdw. Excav.	Station	Hdw. Excav.	Station	Hdw. Excav.
South					
72	1.3	12+10	3.5	40+65	3.6
70+25	1.3	9+67	2.0	43+23	2.7
65+42	3.8	8+50	2.7	46+85	1.3
61+15	1.3	6+84	1.8	49;80	2.7
58+45	1.8	6+25	3.5	52+30	1.3
52+60	5.2	2+09	2.9	53+52	2.7
50+05	3.8			57+96	1.3
48+55	3.5	**North**		59+40	7.4
44+80	1.3	4+92	1.3	62+75	1.3
41+80	5.0	5+95	1.3	65+04	1.3
37+23	5.5	8+50	1.3	68+71	1.3
34+90	1.1	11+10	3.5	70+33	2.7
32+23	2.7	13+95	2.5	74+44	2.7
27+77	2.2	16+12	2.7	79+43	2.7
25+00	3.9	17+25	2.7	80+85	1.4
19+15	1.3	22+28	3.2	86+35	2.7
16+40	1.5	22+78	4.6	96+22	2.7
14+45	3.5	27+67.5	2.3	Total	135.5 c.y.
		34+13	2.0		
		38+06	2.7		

...AKER, CHAIRMAN
...OZER, PORTLAND
...MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER

GRANTS PASS, OREGON

February 5th, 1927.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Herewith letter from Thos. Engelhart of the Engelhart Paving & Construction Company regarding their rubble masonry on Unit #2 of the Burnt Hill—Chetco River Section of the Roosevelt Coast Highway. Our last record here shows 8 cubic yards for this rubble.

Will you please reply directly to Mr. Engelhart if this amount is correct as your final check may have made some difference in this quantity.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
Inc. 1.

ENGELHART PAVING AND CONSTRUCTION CO.
— GENERAL CONTRACTORS —
EUREKA, CALIF.

February 2, 1927

RECEIVED
FEB 4 1927
GRANTS PASS DIV. OFFICE

Mr. W. E. Chandler,
Oregon Highway Engineer,
Grants Pass, Oregon.

Dear Sir:

We would greatly appreciate it if you can inform us at your earliest opportunity what the excavation yardage for the Dry Rubble Masonry amounted to on our contract with you in Curry County Oregon. From the estimates just received, we seem to have some trouble of segregation of what yardage comes under Dry Rubble Masonry.

The reason we are anxious to secure this yardage amount is on account of having sublet this part of the work to E. M. Harris & Co., and we were to pay them off on the same basis as Mr. Libby turned the yardage in for. The Dry Rubble Masonry part has been properly taken care of on this line, but there is still due E. M. Harris & Co., for the excavation and we would like to get the matter settled with them just as quickly as we can get the data from you.

Thanking you, we are

Yours very truly,

ENGELHART PAVING & CONSTRUCTION CO.,

By Thos Engelhart

PR 119

February 9, 1927.

E. W. Harris & Co.
Box 45,
Barlow, Oregon.

Dear Sir:

Your letter of the 2nd inst. addressed to Mr. Chandler, Division Engineer, Grants Pass, Oregon, concerning your account with Bauers and Bauers has been referred to this department for reply. Will say that we have not yet made final payment to Bauers and Bauers for the two projects in question, being Unit 1 and Unit 4 of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County.

Semi-final vouchers were mailed out to Bauers and Bauers yesterday for execution on their part. The amount of these vouchers was $14,455.77 in connection with Unit 1 and $4,914 in connection with Unit 4. We expect that the warrants will be issued to Bauers and Bauers within the next ten days or two weeks in these amounts.

The final field notes in connection with these two projects are now being check in this office. Final payment will be made as soon as this check is completed. We doubt very much whether payment can be made before the first of March.

Our retained percentage in connection with Unit No. 1 is $13,253.02, that in connection with Unit No. 4 is $2,897.38.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

...T. BAKER, CHAIRMAN
...EN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

February 5th, 1927.

Mr. J. M. Devers
Assistant Attorney General
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Herewith I am sending you a letter from Mr. Harris regarding some work done on the Roosevelt Coast Highway in Curry County. Also, copy of my letter to him regarding this matter.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
Inc. 1.

#833 - Unit #1
Paid to Nov-20 - $251,237.29 - Retained $13,223.02
Semifinal payment was $14,433.77
Mar-1-1927 will be ready to omit final.

#836 - Unit #4
Paid to Dec. 31 - $274,746.65 - Retained $8497.32
Semifinal payment was $5,914.00
Mar 15 - 1927 for final to go out.

back semi final vouchers sent
out & contractor today 2/8/27 for execution.
#323

ANSWERED
H. B. G.

...ER, CHAIRMAN
...ER, PORTLAND
...LONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

February 8th, 1927.

M. W. Harris & Company
Box 45
Harlow, Oregon.

Gentlemen:-

Have your letter of February 2nd, which I am referring to Mr. Devers, Assistant Attorney General in Salem, for reply.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
cc--J. H. Devers

STONE COUNTY
COMMISSIONERS

RECEIVED
FEB 4 1927
GRANTS PASS DIV. OFFICE

Barlow Oregon 2-2-1927

Mr Chandler Grants Pass Oregon
Dear sir

We had a contract of Bauers & Bauers on Units one and 4 of the Roosevelt Highway in Curry County, for all of the Rubble masonry and riprap, and there is a cash bond for $600 00 and 25% retained held back until final estimate is given, will you be kind enough to mail us a copy as soon as it is out of the Salem Office. and let us know how long after estimate is given before final payment is made, so that we can notify Bauers to settle with us before he gets all of his money from the State

Very truly Yours
E H Hardison & Co
Box 45 Barlow Oregon

ANSWERED
H. B. G.

PFP119

January 31, 1927.

Mr. Geo. A. Mercer, Adjuster,
The Aetna Casualty & Surety Co.
Yeon Building,
Portland, Oregon.

Dear Sir:

Attention: Mr. J. B. Pfouts.

In reponse to your inquiry of the 27th inst. concerning Bauers & Bowers contract for the construction of Units #3 and #4 Burnt Hill-Chetlo River Section, wish to advise as follows:

Contract No. 833 for Unit No. 1 was completed on November 12, 1926. Semi-final payment has been made. It is likely that final payment will be made shortly.

Contract No. 836 for Unit No. 4, we believe has been completed, although we do not know the exact date at the present time. Semi-final payment has been made for work completed to November 20th, 1926.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

...ontract No. 833 - Unit 1 - Burnt Hill-Chetco River ... was completed on Nov. 13, 1926 - Semi-final payment has been made -

Contract No. 836 - Unit 4 - Burnt Hill-Chetco River Section - we have not received the exact date on which the work was completed - the semi-final payment has been made and was for work to Nov, 20, 1926

...IY
...IPANY
...NY

...ORE.,
27,1927

Attention, Mr. Glaizer

Dear Sir:

I wish to inquire as to whether or not Bauers & Bauers have completed their contracts on the Roosevelt Coast Highway, Unit 1, Burnt-Hill-Chetco River Section, Contract No. 833, and Unit 4, Burnt Hill-Chetco River Section, Contract 836.

Thanking you for this information, I am

Yours very truly,

Geo. A. Mercer, Adjuster

JBP-H

By

ANSWERED
H. B. G.

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
GENERAL AGENTS
YEON BUILDING
GEORGE A. MERCER, ADJUSTER

PORTLAND, ORE.,

January 27,1927

Oregon State Highway Commission
State House,
Salem, Oregon

Attention, Mr. Glaizer

Dear Sir:

I wish to inquire as to whether or not Bauers & Bauers have completed their contracts on the Roosevelt Coast Highway, Unit 1, Burnt-Hill-Chetco River Section, Contract No. 833, and Unit 4, Burnt Hill-Chetco River Section, Contract 836.

Thanking you for this information, I am

Yours very truly,

Geo. A. Mercer, Adjuster

JBP-H

By J B Potts

ANSWERED
H. B. G.

PR #119

January 18, 1937.

E. K. Harris & Co.
Box 45,
Burley, Oregon.

Gentlemen:

Reference is made to your letter of January 14, requesting copies of final estimate for Units 1 and 4 of the Burnt Hill-Cheese River grading project.

As the work in connection with these two units has not yet been entirely and satisfactorily completed, it is not likely that the final estimates will be issued before about April 1. For your information, however, we are listing below the quantities of rubble masonry and rip rap as shown on the last estimate that we have received from our field engineers.

Unit No. 1:

Stations 98+00 to 408+00 — 946.2 cu.yds Dry Rubble

Unit No. 4:

Stations 452+44 to 500+00	106.0 cu.yds	Dry Rubble
Stations 508+42 to 515+50	28.0 cu.yds	Dry Rubble
Stations 521+68 to 540+00	129.0 cu.yds	Dry Rubble
Stations 540+00 to 720+50	55.0 cu.yds	Dry Rubble
Stations 200+00 to 265+52	3.0 cu.yds	Dry Rubble
Stations 617+00 to 794+00	100.0 cu.yds	Rip Rap

We can not guarantee that these are the exact quantities that will be allowed in the final estimates, but it is likely that they are very close to the correct quantities.

The estimates show the rubble masonry and rip rap above listed as having been put in by sub-contractor Gasman and sub-contractor John Hill. The name of your company is not mentioned.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

Barlow Oregon Jan 17-1927

State Highway Dept Salem Oregon

Gentlemen.

Will you kindly mail us a copy of final estimates on unit one and four of Bauers and Bauers contract on Roosevelt Highway in Curry County. we have a sub contract on the dry rubble masonery and riprap. and there is a retainer of 25% held back on us until final estimate is given.

Very truly yours

E M Hamilton Co

Box 45

Barlow

Oregon

603 lin.ft	30"	Concrete pipe in place
234 lin.ft	18"	Concrete pipe on hand
80 lin.ft	15"	Concrete pipe on hand.

PP 119

October 20, 1926.

Mr. C. L. Crutze,
% Concrete Pipe Co.,
169 Thompson Street,
Portland, Oregon.

Dear Sir:

In accordance with your telephone request made yesterday evening, we are enclosing herewith a statement showing the culvert pipe estimated on the different contracts on the Burnt Hill-Chetco River Section to September 20, 1926:

Unit 1, Burnt Hill-Chetco River - Bauers & Bauers - Sept. 20, 1926

1,479 lin.ft.	12" Concrete pipe in place
3,725 lin.ft	18" Concrete pipe in place
1,701 lin.ft	24" Concrete pipe in place
839 lin.ft	6" Perous drain tile in place
321 lin.ft	12" Concrete pipe on hand
299 lin.ft	24" Concrete pipe on hand.

Unit 2, Burnt Hill-Chetco River - Engelhart Pav. & Const. Co. - Sept. 20, 1926

1,036 lin.ft	12" Concrete pipe in place
1,710 lin.ft	18" Concrete pipe in place.
600 lin.ft	24" Concrete pipe in place
326 lin.ft	30" Concrete pipe in place.

Unit 3, Burnt Hill-Chetco River - J. W. Sweeney Const. Co. - Sept. 20, 1926

961 lin.ft	12" Concrete pipe in place
2,175 lin.ft	18" Concrete pipe in place
582 lin.ft	24" Concrete pipe in place
1,515 lin.ft	30" Concrete pipe in place
60 lin.ft	12" Concrete pipe on hand
130 lin.ft	18" Concrete pipe on hand

Unit 4, Burnt Hill-Chetco River - Bauers and Bauers - Sept. 20, 1926

1,636 lin.ft	12" Concrete pipe in place
2,172 lin.ft	18" Concrete pipe in place
608 lin.ft	24" Concrete pipe in place
882 lin.ft	30" Concrete pipe in place
334 lin.ft	12" Concrete pipe on hand
[illegible] lin.ft	18" Concrete pipe on hand.

Mr. C. L. Crutes, #2

Above are the latest estimates which we have available as the October 20 estimates will not be received for several days.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Dobbins/AP

PR #119

August 5, 1926.

Mr. Wm. E. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

In reply to your recommendation of August 2 for the placing of 1450 cubic yards of pit run gravel from the Chetco River on the section between Chetco River and Ransom Creek, I am quite willing to approve this expenditure for this purpose up to the sum of approximately $2,000.00. I think it would be well to plan to do the work early so that the hauling can be done under good conditions and the minimum amount of this surfacing material used.

Very truly yours,

State Highway Engineer.

BAK:HI

...LAND
...E, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

August 2nd, 1926.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Dear Sir:-

As we had previously planned I am herewith submitting estimate for adding pit run gravel out of the Chetco River on to the section between the Chetco River and Ransom Creek, Station 683 to approximately 754.

1450 c. y. of gravel at 1.30 per c. y.	1885.00
Blading, 10¢ per c. y.	145.00
	$2030.00

This is simply to take care of the residents who live along this section during the coming winter. We may be able to get somebody to put it on for this price. If not, we will send our own trucks and will do the work ourselves.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

PR#119

June 30, 1926.

Collins Concrete Pipe Co.,
410 River Street,
Portland, Oregon.

Gentlemen:

In accordance with your letter of June 23, and our reply of June 25, we are listing below the quantities of culvert pipe shown on the June 20, estimates for Units 1, 2, 3, and 4 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway.

Unit No.	Lineal Feet in Place				Lineal Feet on Hand			
	12"	18"	24"	30"	12"	18"	24"	30"
1	972	2135	1452	- -	700	888	1088	- -
2	321	552	192	189	510	954	648	- -
3	551	858	384	189	300	648	456	- -
4	1038	1956	600	768	906	297	- -	99

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

June 30th Estimate

Unit #1

	In Place		On Hand	
12"	972 lin. ft.	$ 218.84	700 lin ft.	$ 630.00
18"	3135 " "	- 14264.25	555 " "	- 1248.75
24"	1452 " "	- 9075.00	1083 " "	2693.91
		$ 23,553.09		$ 4572.66

Unit #2

12"	321 lin. ft	- 963.00	510 lin. ft.	$ 765.00
18"	552 " "	- 1932.00	954 " "	1908.00
24"	192 " "	- 864.00	648 " "	1620.00
30"	189 " "	1039.50	—	—
		$ 4798.50		$ 4293.00

Unit #3.

12"	531 lin. ft.	- 1593.00	300 lin. ft.	- $ 450.00
18"	858 " "	- 3003.00	648 " "	- 1296.00
24"	384 " "	- 1728.00	456 " "	- 1140.00
30"	189 " "	- 1039.50		
		$ 7363.50		$ 2886.00

Unit #4

12"	1065 lin. ft.	- 3.00	904 lin. ft.	- 813.60
18"	1935 " "	- 804.25	297 " "	- 594.00
24"	603 " "	- 3798.90	—	
30"	768 " "	6566.40	99 " "	- 338.58
		$ 21,512.55		$ 1746.18

Mark:—

As soon as I get June 30th estimate for the jobs concerned are in, please give us the dope for a reply.

JJC

OLLINS CONCRETE PIPE CO.

410 RIVER STREET

PORTLAND, OREGON

June 23, 1926.

Probert,
ice Engineer,

Dear Sir:

Would it be possible for you to give us all engineers estimates, on culvert pipe, to date of last estimate, on the Chetco River and Roosevelt Highway both in place and on hand for unit #1, unit #2, unit #3, and unit #4?

Yours very truly,

COLLINS CONCRETE PIPE CO.,

By J. J. Collins

JJC:MS.

Telephone WAlnut 7670

COLLINS CONCRETE PIPE CO.

410 RIVER STREET

PORTLAND, OREGON

June 23, 1926.

Mr. S. H. Probert,
State Office Engineer,
Salem,
Oregon.

Dear Sir:

Would it be possible for you to give us all engineers estimates, on culvert pipe, to date of last estimate, on the Chetco River and Roosevelt Highway both in place and on hand for unit #1, unit #2, unit #3, and unit #4?

Yours very truly,

COLLINS CONCRETE PIPE CO.,

By J. J. Collins

JJC:WS.

June 26, 1926.

Collins Concrete Pipe Company,
410 River Street,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of June 23, requesting information as to the quantities of culvert pipe on hand and installed in connection with certain grading contracts on the Roosevelt Highway in Curry County.

As the latest estimates that we now have in the office are those submitted on May 20, and as the estimates for June will be in within a day or two, we are delaying the furnishing of the information requested until the June estimates are received.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

SHP:AP

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1,

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

April 22, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project #119, Burnt Hill-Chetco River section of the Roosevelt Coast Highway. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. M. Dacis
Acting

Oregon Federal Aid Project No. 119.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on December 23, 1925, by the State Highway Commission of Oregon, and on February 11, 1926, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 119; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans and estimate approved for said project to provide for substitution of pipe culverts for concrete box culverts at certain locations, thereby reducing the quantities of "Class A Concrete" and "Reinforcement," and by reason thereof has requested that the estimate of cost approved for said project be reduced from $1,033,762.7[illegible] to $994,758.05; and

WHEREAS, the said State Highway Commission has requested that the Federal funds approved and set aside to the credit of said project be increased from $103,876.27 to $428,703.30;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the said plans and estimate be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of four hundred twenty-eight thousand, seven hundred three and 30/100 dollars ($428,703.30) as the share of the United States payable under said act on account of said project, which does not exceed 62.25 per cent of the total estimated cost thereof."

Article IV shall read:

"Article IV. The United States pro rata share of the cost of said project shall not in any event exceed (a) the said sum of four hundred twenty-eight thousand, seven hundred three and 30/100 dollars ($428,703.30), certified to the Secretary of the Treasury as above mentioned, being less than 68.25 per cent of nine hundred ninety-four thousand, seven hundred fifty-eight and 05/100 dollars ($994,758.05), the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 12th day of March, 1926, and the Secretary of Agriculture on the 5th day of April, 1926.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By H. Braudrye
Member, State Highway Commission

By W. H. Wilson
Member, State Highway Commission

R. M. Dunlap
Acting Secretary of Agriculture

AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 402+62.5 at the south end of Oregon Federal Aid Project No. 113 and survey station 268+62, a point approximately 1500' south of Chetco River and 1 mile south of Brookings.

locally known as the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway, between official control points "The Oregon-California State Line near Chetco" and "Port Orford", Curry County, and designated in the records of this Department as Project No. 112, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 224,758.05 in lieu of the $103,576.27 approved by Certificate of Feb.11,1926, as the total estimated cost of said project, and the sum of $ 428,703.50/ as the share of the United States, payable under said acts on account of such project, which does not exceed 42.25 per cent of said total estimated cost.

Done at the city of Washington, this 5th day of April one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

[illegible]
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—6820

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1,

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

March 31, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose one copy of the estimate which was used as the basis of the project agreement covering Oregon Federal aid project #119, Burnt Hill-Chetco River section of the Roosevelt Coast Highway.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

[illegible] 10.00 2,000.00

Oregon State Highway Department — Project No. 119

BURNT HILL-CHETCO RIVER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN CURRY COUNTY

(Estimate as basis for Project Agreement. Based on Contract Prices.)

Salem, Oregon, July 30, 1925

Unit 1 - 5.770 Miles

All Required	Clearing and Grubbing (60' R of W)			$ 12,678.00
6.5 Acres	Extra Clearing and Grubbing	300.00		1,950.00
72,000 cu.yds	Excavation (402 / 68 to 317)	.57		41,040.00
214,000 cu.yds	Excavation (317 to 98)	.67		143,380.00
125,000 sta.yds	Overhaul	.05		6,250.00
1,000 lin.ft.	12" Concrete Pipe	2.00		2,000.00
3,000 lin.ft.	18" " "	4.50		13,500.00
1,000 lin.ft.	24" " "	6.00		6,000.00
200 lin.ft.	30" " "	8.50		1,700.00
2,500 lin.ft.	6" Porous Drain Tile	1.00		2,500.00
920 cu.yds	Class "A" Concrete	40.00		36,800.00
81,400 lbs	Metal Reinforcement	.05		4,070.00
283 cu.yds	Dry Rubble	12.50		3,537.50
200 sq.yds	Hand Placed Rock Slopes	6.00		1,200.00
				$ 289,611.50

Unit 2 - 3.372 Miles

All Required	Clearing and Grubbing (60' R of W)			$ 4,000.00
2.5 Acres	Extra Clearing and Grubbing	300.00		750.00
106,000 cu.yds	Excavation	.75		79,500.00
39,000 sta.yds	Overhaul	.04		1,560.00
570 lin.ft.	12" Concrete Pipe	3.00		1,710.00
1,400 lin.ft.	18" " "	3.50		4,900.00
1,000 lin.ft.	24" " "	4.50		4,500.00
330 lin.ft.	30" " "	5.50		1,815.00
3,200 lin.ft.	6" Porous Drain Tile	.35		1,120.00
140 cu.yds	Class "A" Concrete	30.00		4,200.00
14,600 lbs	Metal Reinforcement	.08		1,168.00
180 cu.yds	Dry Rubble Masonry	8.00		1,440.00
				$ 105,913.00

Unit 3 - 5.718 miles

All Required	Clearing and Grubbing (60' R of W)			$ 16,000.00
4.5 Acres	Extra Clearing and Grubbing	400.00		1,800.00
215,000 cu.yds	Excavation	.67		144,050.00
164,000 sta.yds	Overhaul	.06		9,840.00
570 lin.ft.	12" Concrete Pipe	2.00		1,140.00
2,830 lin.ft.	18" " "	4.00		11,320.00
240 lin.ft.	24" " "	6.00		1,440.00
250 lin.ft.	30" " "	10.00		2,500.00

Unit 3 - continued

1,220	cu.yds	Class "A" Concrete	$ 32.00	$ 39,040.00
80	cu.yds	Rubble Masonry	16.00	1,280.00
200	cu.yds	Dry Rubble	8.00	1,600.00
440	cu.yds	Hand Placed Rock Slopes	5.00	2,200.00
123,000	lbs	Metal Reinforcement	.10	12,300.00
				$ 244,310.00

Unit 4 - Gross Length 8.209 miles - Net Length 8.096 miles

All Required		Clearing and Grubbing (60' R of W)		$ 13,145.00
4.5	Acres	Extra Clearing and Grubbing	300.00	1,350.00
295,000	cu.yds	Excavation	.67	197,650.00
150,000	stn.yds	Overhaul	.05	7,500.00
1,200	lin.ft.	12" Concrete Pipe	2.20	2,640.00
2,940	lin.ft.	18" " "	4.55	13,377.00
1,180	lin.ft.	24" " "	6.30	7,434.00
260	lin.ft.	30" " "	8.55	2,223.00
870	cu.yds	Class "A" Concrete	40.00	34,800.00
60	cu.yds	Rubble Masonry	15.00	900.00
300	cu.yds	Dry Rubble	12.00	3,600.00
110	cu.yds	Rip Rap	3.50	385.00
90,700	lbs	Metal Reinforcement	.08	7,256.00
41	M-FBM	Lumber and Timber	50.00	2,050.00
1,420	lin.ft.	Piling	2.00	2,840.00
				$ 302,150.00

Grand Sub-total	$ 941,608.50
10% Engr. & Cont	94,160.25
	$ 1,035,768.75

Gross Length of Project 23.089 miles

Net Length of Project 22.956 miles

Cost per mile - net length $ 45,119.47

State Funds Available - $ 932,192.48

Federal Aid Requested - 103,576.27 (10%)

$ 1,035,768.75

BUREAU OF PUBLIC ROADS
SAN FRANCISCO
REGIONAL HEADQUARTERS
MAR 8 1926

Examined and Recommended
For Approval
Date 4/2/26

THESE UNIT PRICES NOT APPROVED FOR FORCE ACCOUNT CONDITIONS.

PG-119

March 20, 1926.

Mr. George F. Alexander,
Attorney at Counsellor,
1024 Board of Trade Building,
Portland, Oregon.

Dear Sir:

In reply to your letter of the 19th inst. concerning Bauers & Bauers, will say that our records show this firm to be a partnership consisting of Carl Bauers and George F. Price. Their headquarters address is Dayton, Washington.

The surety on the bond furnished by Bauers & Bauers in connection with their two contracts for the grading of Units 1 and 4 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County is the Aetna Casualty and Surety Company for whom Bates, Lively and Pearsmare local agents. Their office is in the Yeon Building, Portland, Oregon.

We are enclosing herewith, as per your request, copies of the last estimates in connection with these two contracts, which estimates are dated February 20, 1926. In connection with Unit No. 2 you will note that we have paid to Bauers & Bauers the sum of $45,739.42; our retained percentage in connection with this contract is $8,071.66 and force account earned to date amounts to $74.96. In connection with Unit No. 4 the contractors have been paid the sum of $70,243.99; our retained percentage amounts to $1,239.00, force account earned amounts to $439.06.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encls

PORTLAND, OREGON

March 19, 1926.

State Highway Commissioner,
Salem, Oregon.

Gentlemen:

As attorney and agent for Pagan & Gassman, sub-contractors under Bauers & Bauers, will you kindly inform me whether Bauers & Bauers is a corporation or partnership, and if corporation under what state they are incorporated; also the name of their bondsmen for Units 1 and 4 of Burnt Hill Chetco River project in Curry County, Oregon; also Engineer's estimate of the amount of work done, including force account and extra work on the above contract, to February 12, 1926, and greatly oblige

Very truly yours,

GFA:NF

CEG-119

March 2, 1926.

Collins Concrete Pipe Co.,
410 River Street,
Portland, Oregon.

Gentlemen:

We have delayed replying to your letter of February 18, pending receipt from the field of estimates covering work done and materials furnished to February 20. These estimates have for some reason been delayed, and we have just now received them.

The quantities of the various sizes of pipe in place and on hand on Units 2, 3 and 4 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway are as follows:

Unit	Size	Feet in Place	Feet on Hand
2	12"	273.	-
2	18"	631	1026
2	24"	141	177
2	30"	-	152
3	12"	406	228
3	18"	813	1182
3	24"	96	162
3	30"	483	297
4	12"	168	939
4	18"	1066	1148
4	24"	810	218
4	30"	621	107

The quantities given for Units 3 and 4 are as of February 20, 1926; those for Unit 2 are as of December 20, 1925. Little if any work has been done on Unit 2 since December 20, and for that reason no estimate has been made up for that unit since that date.

The amounts paid to the contractors for pipe in place and on hand have been figured at the following prices:

Size	Unit 2	Unit 3	Unit 4
12" in place	$ 3.00	$ 2.00	$ 2.20
18" " "	3.50	4.00	4.55
24" " "	4.50	6.00	6.30
30" " "	5.50	10.00	8.55
12" on hand	1.50	1.00	1.30

Size	Unit 2	Unit 3	Unit 4
18" on hand	$ 2.00	$ 2.00	$ 2.60
24" " "	2.60	3.00	4.26
30" " "	3.00	5.00	6.26

From the amounts figured at the above prices, we retain fifteen per cent. Theprices allowed for pipe on hand include, in some cases, the cost of hauling the pipe to the job.

In case the contractor becomes financially unable to pay you for pipe furnished, you can collect from the surety on the bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

Telephone WAlnut 7608

COLLINS CONCRETE PIPE CO.

410 RIVER STREET

PORTLAND, OREGON

February 18, 1926.

RECEIVED
FEB 20 1926

Mr. Roy Klein,
State Highway Engineer,
Salem,
Oregon.

Dear Sir:

Would it be possible for you to give us all engineers estimates, on culvert pipe, to date on the Chetco River and Roosevelt Highway both in place and on hand for unit #2, unit #3, and unit #4? Would like estimated footage also amounts of money, if any, paid to Contractors.

What protection have we on work of this character?

Any information you can give us will be greatly appreciated.

Yours very truly,

COLLINS CONCRETE PIPE CO.,

BY J. J. Collins

JJC:ES.

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

February 26, 1926.

FEB 27 1926

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #119, Burnt Hill-Chetco River section of the Roosevelt Coast Highway in Curry County. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

Form P. R. 2

State Oregon

Project No. 119

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 23rd day of December, 1925

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 24th day of April, 1925, a project statement, which was approved by the Secretary on the 16th day of July, 1925, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 25th day of July 1925, and approved by the Secretary on the 11th day of February, 1926, and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one hundred three thousand, five hundred seventy-six and 27/100

dollars ($ 103,576.27) as the share of the United States payable under said act on account of said project, which does not exceed 42.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(d) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 402+68.5 at the south end of Oregon Federal Aid Project No. 115 and survey station 265+63, a point approximately 1500' south of Chetco River and 1 mile south of Brookings,

..... terminal points, a distance of 22.956 miles, known locally as the Burnt Hill-Chetco River section of the Roosevelt Coast Highway, between official control points "The Oregon-California State line near Chetco" and "Port Orford", Curry County,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that immediately upon the completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(d) The Highway Department hereby agrees that prior to or immediately upon completion of the improvement contemplated under this agreement, it will undertake the construction of a bridge over Chetoe River near the south end of this project.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of one hundred three thousand, five hundred seventy-six and 27/100 dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of one million, thirty-five thousand, seven hundred sixty-two and 75/100 dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county) of ..... (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county) of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 10,675.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, (Include reference to statute authorizing funds and probable amount annually available)

Chapter 237, Laws of 1917.

.....

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 11th day of February, 1926.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By .....
Chairman, State Highway Commission
(Title of officer)

By .....
Member, State Highway Commission
(Title of officer)

By .....
Member, State Highway Commission
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL]

[SEAL]

P. M. Dunlap
ACTING Secretary of Agriculture.

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon.

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon, for the construction of a rural post road between survey station 402+68.5, at the south end of Oregon Federal Aid Project No. 115 and survey station 265+42, a point approximately 1500' south of Chetco River and 1 mile south of Brookings, locally known as the Burnt Hill-Chetco River section of the Roosevelt Coast Highway, between official control points "The Oregon-California State line near Chetco" and "Port Orford", Curry County, and designated in the records of this Department as Project No. 112, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 1,035,762.75 as the total estimated cost of said project, and the sum of $ 103,576.27 as the share of the United States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 11th day of February one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap

ACTING *Secretary of Agriculture.*

8—4039

CULVERTS ON THE BURNT HILL-CHETCO RIVER SECTION

OREGON FEDERAL AID PROJECT 119

Unit	Station	Original Plans	Revised List
1	374	3 x 3 Box Culvert	none
1	324 + 50	6 x 6 " "	"
1	308	3 x 3 " "	"
1	306	3 x 3 " "	"
1	293	8 x 8 " "	6 x 6 Box Culvert
1	278	30" Culvert Pipe	3 x 3 " "
1	264	3 x 3 Box Culvert	none
1	257	3 x 3 " "	"
1	253	4 x 4 " "	4 x 4 " "
1	245	4 x 4 " "	4 x 4 " "
1	206	3 x 3 " "	none
1	202 + 50	4 x 4 " "	4 x 4 " "
1	155 + 50	4 x 4 " "	4 x 4 " "
2	20 + 70 (S)	3 x 3 " "	3 x 3 " "
2	25 + 40	3 x 3 " "	3 x 3 " "
2	37 + 65	3 x 3 " "	none
2	49 + 10	3 x 3 " "	none
3	167 + 75	4 x 4 " "	4 x 4 " "
3	171 + 65	4 x 4 " "	4 x 4 " "
3	173 + 25	4 x 4 " "	4 x 4 " "
3	190 + 50	3 x 3 " "	none
3	192 + 00	4 x 4 " "	4 x 4 " "
3	194 + 80	3 x 3 " "	none
3	198 + 35	3 x 3 " "	3 x 3 " "
3	217 + 00	4 x 4 " "	4 x 4 " "
3	245 + 10	4 x 4 " "	3 x 3 " "
3	248 + 75	6 x 6 " "	6 x 6 " "
3	261 + 00	5 x 5 " "	4 x 4 " "
3	279 + 25	5 x 5 " "	4 x 4 " "
3	288 + 25	3 x 3 " "	none
3	290 + 30	3 x 3 " "	none
3	297 + 60	4 x 4 " "	4 x 4 " "
3	305 + 90	4 x 4 " "	3 x 3 " "
3	310 + 50	4 x 4 " "	3 x 3 " "
3	316 + 30	5 x 5 " "	5 x 5 " "
3	328 + 30	3 x 3 " "	3 x 3 " "
3	337 + 50	5 x 5 " "	5 x 5 " "
3	350 + 00	3 x 3 " "	none
3	355 + 10	5 x 5 " "	5 x 5 " "
3	358 + 80	3 x 3 " "	none
3	366 + 00	3 x 3 " "	none
4	388 + 20	3 x 3 " "	none
	406 + 20	3 x 3 " "	none
	452 + 60	4 x 4 " "	4 x 4 " "
	456 + 70	4 x 4 " "	3 x 3 " "
	460 + 90	3 x 3 " "	none
	480 + 30	3 x 3 " "	3 x 3 " "

Unit	Station	Original Plans	Revised List
	494 + 50	4 x 4 Box Culvert	4 x 4 Box Culvert
	498 + 75	3 x 3 " "	None
	501 + 50	4 x 4 " "	4 x 4 " "
	515 + 30	4 x 4 " "	4 x 4 " "
	519 + 25	4 x 4 " "	3 x 3 " "
4	547 + 60	4 x 4 " "	4 x 4 " "
	580	4 x 4 " "	3 x 3 " "
	593	3 x 3 " "	None
	639 + 00	155' Pile Trestle	6 x 6 " "
	685 + 70	3 x 3 Box Culvert	3 x 3 " "
	691 + 80	5 x 5 " "	5 x 5 " "
	745 + 90	3 x 3 " "	3 x 3 " "
	786 + 10	4 x 4 " "	4 x 4 " "

November 25, 1925. 7M 119

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of Estimate as Basis for Project Agreement on the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County. This estimate has been revised to cover the changes in quantities occasioned by the changes in drainage structures subsequent to the award of the contract.

Four blue print sets of corrected plans are going forward to you today.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeYoung/AP

Encl.

Oregon State Highway Department — Project No. 118

BURNT HILL-CHETCO RIVER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN CURRY COUNTY

(Estimate as basis for project agreement. Based on Contract Prices).

Salem, Oregon, November 26, 1926.

Unit 1 - 3.770 miles

All Required	Clearing and Grubbing		$ 12,570.00
6.5 Acres	Extra Clearing and Grubbing	200.00	1,300.00
216,000 cu.yds	Excavation	.07	151,200.00
125,000 yd.stn.	Overhaul	.03	3,750.00
1,000 lin.ft.	12" Concrete Pipe	2.30	2,300.00
3,800 lin.ft.	18" " "	4.25	15,295.00
1,400 lin.ft.	24" " "	6.25	8,750.00
800 lin.ft.	30" " "	8.50	6,800.00
2,000 lin.ft.	6" Porous Drain Tile	1.00	2,000.00
460 lin.ft.	Class "A" Concrete	40.00	18,400.00
50,000 lbs	Metal Reinforcement	.08	4,000.00
300 cu.yds	Dry Rubble Masonry	12.00	3,600.00
200 sq.yds	Hand Placed Rock Slopes	6.00	1,200.00

Unit 2 - 5.572 miles

All Required	Clearing and Grubbing		$ 4,650.00
8.5 Acres	Extra Clearing and Grubbing	300.00	750.00
106,000 cu.yds	Excavation	.75	79,500.00
39,000 yd.stn.	Overhaul	.04	1,560.00
570 lin.ft.	12" Concrete Pipe	3.00	1,710.00
1,400 lin.ft.	18" " "	3.50	4,900.00
1,000 lin.ft.	24" " "	4.50	[illegible]
480 lin.ft.	30" " "	5.50	[illegible]
3,200 lin.ft.	6" Porous Drain Tile	.35	[illegible]
80 cu.yds	Class "A" Concrete	80.00	[illegible]
9,000 lbs	Metal Reinforcement	.06	[illegible]
250 cu.yds	Dry Rubble Masonry	8.00	[illegible]

Unit 3 - 5.718 miles

All Required	Clearing and Grubbing		$ 16,000.00
4.5 Acres	Extra Clearing and Grubbing	400.00	1,800.00
215,000 cu.yds	Excavation	.67	144,050.00
164,000 yd.stn.	Overhaul	.06	9,840.00
570 lin.ft.	12" Concrete Pipe	2.00	1,140.00
2,830 lin.ft.	18" " "	4.00	11,320.00
240 lin.ft.	24" " "	6.00	1,440.00
1,250 lin.ft.	30" " "	10.00	12,500.00
650 cu.yds	Class "A" Concrete	32.00	20,800.00
80 cu.yds	Cement Rubble Masonry	10.00	1,280.00
250 cu.yds	Dry Rubble Masonry	8.00	2,000.00

Unit 3 - Burnt Hill-Chetco River Section, Continued

440 sq.yds	Hand Placed Rock Slopes	$ 5.00	$ 2,200.00
73,000 lbs	Metal Reinforcement	.10	7,300.00

Unit 4 - 8.899 miles gross - 8.096 miles net.

All Required	Clearing and Grubbing		$ 10,145.00
4.8 Acres	Extra Clearing and Grubbing	200.00	1,000.00
208,000 cu.yds	Excavation	.67	137,000.00
180,000 yd.sta.	Overhaul	.05	7,500.00
1,800 lin.ft.	12" Concrete Pipe	2.20	3,960.00
2,960 lin.ft.	15" Concrete Pipe	4.55	13,577.00
880 lin.ft.	24" " "	5.30	4,664.00
750 lin.ft.	30" " "	8.55	6,412.50
720 cu.yds	Class "A" Concrete	40.00	30,000.00
60 cu.yds	Cement Rubble Masonry	15.00	900.00
350 cu.yds	Dry Rubble Masonry	12.00	4,200.00
110 cu.yds	Rip Rap	3.50	385.00
91,000 lbs	Metal Reinforcement	.08	6,530.00
		Sub-total	$ [illegible]
		10% E & C	[illegible]
		Total	$ 994,758.05

Length of Project - 8.899 miles, gross
Length of Project - 8.096 miles, net

Cost per mile - net length $ 45,333.26

State Funds Available	$ 895,282.85
Federal Aid Requested	99,475.20
	$ 994,758.05

CLASS OF SERVICE
Telegram
Day Letter
Night Message

October 12, 1925. FH 119

Mr. W. E. Chandler,
Division Engineer
Marshfield, Oregon.

Dear Sir:

Reference is made to the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway, Oregon Federal Aid Project No. 119.

In making up the federal aid plans for this project the plans were made showing the drainage structures in accordance with the data submitted from the field. Subsequent to the submission of the plans, the Bureau of Public Roads requested detail plans for the reinforced concrete box culverts and the matter was referred to the Bridge Department. They were furnished a list of drainage structures by you and supplied the Bureau of Public Roads with detail plans upon the basis of this list. We have been in receipt of a letter from the Bureau pointing out the fact that the list of culverts for which detail plans were submitted is greatly at variance with the structures that are shown on the original federal aid plans. They have assumed that the revised list is correct and requested that we furnish them with revised federal aid plans showing drainage structures in accordance with this list.

From the information now at hand in this office it is not possible for us to make these revisions in the plans, and we have therefore made up a list showing the structures which were shown on the original plans and on the revised list. It is noted in several instances that the revised list does not include any structure in place where a box culvert was previously contemplated. It is possible that you intend to use culvert pipe at these points, but we do not have that information available here.

We would request you carefully check over the statement which we are sending make such additions as may be necessary to enable us to revise the original federal aid plans.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP

CULVERTS ON THE BURNT HILL-CHETCO RIVER SECTION

OREGON FEDERAL AID PROJECT 119

Unit	Station	Original Plans	Revised List
1	374	3 x 3 Box Culvert	none
1	324 + 50	6 x 6 " "	"
1	308	3 x 3 " "	"
1	306	3 x 3 " "	"
1	293	6 x 6 " "	6 x 6 Box Culvert
1	278	30" Culvert Pipe	3 x 3 " "
1	264	3 x 3 Box Culvert	none
1	257	3 x 3 " "	"
1	253	4 x 4 " "	4 x 4 " "
1	245	4 x 4 " "	4 x 4 " "
1	208	3 x 3 " "	none
1	202 + 50	4 x 4 " "	4 x 4 " "
1	155 + 50	4 x 4 " "	4 x 4 " "
2	20 + 70 (S)	3 x 3 " "	3 x 3 " "
2	25 + 40	3 x 3 " "	3 x 3 " "
2	37 + 65	3 x 3 " "	none
2	49 + 10	3 x 3 " "	none
3	167 + 75	4 x 4 " "	4 x 4 " "
3	171 + 65	4 x 4 " "	4 x 4 " "
3	173 + 25	4 x 4 " "	4 x 4 " "
3	190 + 50	3 x 3 " "	none
3	192 + 00	4 x 4 " "	4 x 4 " "
3	194 + 80	3 x 3 " "	none" " "
3	198 + 35	3 x 3 " "	3 x 3 " "
3	217 + 00	4 x 4 " "	4 x 4 " "
3	245 + 10	4 x 4 " "	3 x 3 " "
3	246 + 75	6 x 6 " "	6 x 6 " "
3	261 + 00	5 x 5 " "	4 x 4 " "
3	279 + 25	5 x 5 " "	4 x 4 " "
3	288 + 25	3 x 3 " "	none
3	290 + 30	3 x 3 " "	none
3	297 + 60	4 x 4 " "	4 x 4 " "
3	305 + 99	4 x 4 " "	3 x 3 " "
3	310 + 50	4 x 4 " "	3 x 3 " "
3	316 + 30	5 x 5 " "	5 x 5 " "
3	328 + 30	3 x 3 " "	3 x 3 " "
3	337 + 50	5 x 5 " "	5 x 5 " "
3	350 + 00	3 x 3 " "	none
3	355 + 10	5 x 5 " "	5 x 5 " "
3	358 + 80	3 x 3 " "	none
3	366 + 00	3 x 3 " "	none
4	388 + 20	3 x 3 " "	none
	408 + 20	3 x 3 " "	none
	452 + 60	4 x 4 " "	4 x 4 " "
	456 + 70	4 x 4 " "	3 x 3 " "
	460 + 90	3 x 3 " "	none
	480 + 30	3 x 3 " "	3 x 3 " "

FOR.119

Unit	Station	Original Plans	Revised List
	484 + 50	4 x 4 Box Culvert	4 x 4 Box Culvert
	496 + 75	3 x 3 " "	none
	501 + 50	4 x 4 " "	4 x 4 " "
	515 + 30	4 x 4 " "	4 x 4 " "
	519 + 25	4 x 4 " "	3 x 3 " "
4	547 + 60	4 x 4 " "	4 x 4 " "
	580	4 x 4 " "	3 x 3 " "
	593	3 x 3 " "	none
	639 + 00	133' Pile Trestle	6 x 6 " "
	683 + 70	3 x 3 Box Culvert	3 x 3 " "
	691 + 80	5 x 5 " "	5 x 5 " "
	745 + 90	3 x 3 " "	3 x 3 " "
	786 + 10	4 x 4 " "	4 x 4 " "

FORM 2A 30017 10M 8-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO. .....

ATTENTION: .....

Marshfield, Oregon
November 16, 1925

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir: Attention: Mr. Probert

Herewith revised list of box culverts on the Burnt Hill-Chetco River Section.

This will answer your letter of October 12th.

Yours truly,

WM. E. CHANDLER

Division Engineer

JSB:DF By John Beakley

CULVERTS ON THE BURNT HILL-CHETCO RIVER SECTION

OREGON FEDERAL AID PROJECT 119

Unit	Station	Original Plans	Revised List
1	374 + 50	3 x 3 Box Culvert	Pipe 30"
1	324 + ~~50~~ 75	6 x 6 " "	" 36"
1	308 + 50	3 x 3 " "	" 30"
1	306 175	3 x 3 " "	" 30"
1	293 + 10	8 x 8 " "	5 x 5 Box Culvert
(1	~~276~~ 277?	30" Culvert Pipe	Pipe) OUT?
1	264 + 20	3 x 3 Box Culvert	24" Pipe
1	~~257~~ 256 + 75	3 x 3 " "	" "
1	253 + 35	4 x 4 " "	4 x 4 Box Culvert
1	~~245~~ 244 + 90	4 x 4 " "	4 x 4 " "
1	~~208~~ 207 + 85	3 x 3 " "	24" Pipe
1	202 + 50	4 x 4 " "	4 x 4 Box Culvert
1	155 + 50	4 x 4 " "	4 x 4 " "
2	20 + 70 (S)	3 x 3 " "	3 x 3 " "
2	25 + 40	3 x 3 " "	3 x 3 " "
2	37 + 65	3 x 3 " "	30" Pipe
2	49 + 10	3 x 3 " "	30" Pipe
3	167 + 75	4 x 4 " "	30" Pipe
3	171 + 65	4 x 4 " "	30" Pipe
3	173 + 25	4 x 4 " "	30" Pipe
3	190 + 50	3 x 3 " "	30" Pipe
3	192 + ~~00~~ 15	4 x 4 " "	3 x 3 Box Culvert
3	194 + 80	3 x 3 " "	30" pipe
3	198 + 35	3 x 3 " "	30" Pipe
3	217 + 00	4 x 4 " "	3 x 3 Box Culvert
3	245 + 10	4 x 4 " "	30" Pipe
3	246 + 75	6 x 6 " "	6 x 6 Box Culvert
3	261 + 00	5 x 5 " "	4 x 4 " "
3	279 + 25	5 x 5 " "	4 x 4 " "
3	288 + 25	3 x 3 " "	30" Pipe
3	290 + 30	3 x 3 " "	30" Pipe
3	297 + 60	4 x 4 " "	4 x 4 Box Culvert
3	305 + 90	4 x 4 " "	3 x 3 " "
3	310 + 50	4 x 4 " "	3 x 3 " "
3	316 + 30	5 x 5 " "	4 x 4 " "
3	328 + 30	3 x 3 " "	30" Pipe
3	337 + 50	5 x 5 " "	4 x 4 Box Culvert
3	350 + 00	3 x 3 " "	30" Pipe
3	355 + 10	5 x 5 " "	4 x 4 B ox Culvert
3 361	~~368~~ + 80	3 x 3 " "	30" Pipe
3	366 + 00	3 x 3 " "	30" Pipe
4	388 + 20	3 x 3 " "	30"pipe
	408 + 20	3 x 3 " "	24" Pipe
	452 + 60	4 x 4 " "	4 x 4 Box Culvert
	456 + 70	4 x 4 " "	3 x 3 " "
	460 + 90	3 x 3 " "	30" Pipe
	480 + 30	3 x 3 " "	3 x 3 Box Culvert

RECEIVED
OCT 28 1925

Unit	Station	Original Plans	Revised List
	484 + 50	4 x 4 Box Culverts	4 x 4 Box Culverts
	495 + 75	3 x 3 Box Culverts	24" Pipe
	501 + 50	4 x 4 " "	4 x 4 Box Culverts
	514 ~~515~~ + 30	4 x 4 " "	4 x 4 " "
	519 + 25	4 x 4 " "	3 x 3 " "
4	54[illegible] + 60	4 x 4 " "	4 x 4 " "
	580 +	4 x 4 " "	30" Pipe
	593	3 x 3 " "	30" Pipe
	639 + 00	133' Pile Trestle	6 x 6 Box Culvert
	685 + 70	3 x 3 Box Culvert	3 x 3 " "
	691 + 80	5 x 5 " "	5 x 5 " "
	745 + 90	3 x 3 " "	30" Pipe
	786 + 10	4 x 4 " "	3 x 3 Pipe Culvert
	277 + ~~70~~ 90 S	Pipe	3 x 3 Box Culvert

RECEIVED
NOV 18 1922

FORM 24 25106 10M-6-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

PR #119

Marshfield, Ore.
Oct. 15, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

ATTENTION:.....

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

REFERRED TO
S H P
By State Highway Engineer

Dear Sir:

Have been working along the idea conveyed in your letter of September, 19th, relative to Burnt Hill-Chetco River section. The 15% over profile estimate was to cover the following:

1. Culvert excavation.
2. Daylighting cuts where effective.
3. Increase caused by super-elevation.
4. Small line adjustments to take out 56 and 48 degree curves, using 36 or 28 degree curves.
5. Overbreak and slides during construction.
6. Widening of roadbed in flat country, near bridges, on scenic places and immediately adjacent to towns of Brookings and Harbor.

In the cross-section quantities, slopes were generally set ¼:1 flatter than would be staked on the ground. Shrinkage was figured, but little swell estimated for solid rock. This is all being taken into consideration now as cuts are being staked.

Comment on the above points:

No. 1. Culvert excavation runs into large quantities on this job due to large number of drainage structures.

No. 2. Daylighting cuts is being done only on tangents where a parking place can be made.

No. 3. Super-elevation always tends to increase fill quantities, which of course, is reflected in excavation quantities.

No. 4. The line adjustments are not making much increase, some have not made any. I am of the opinion that this will cause no appreciable increase.

No. 5. Overbreak and slides during construction will be held as low as possible.

No. 6. This widening will cause some increase which will take some of the 15% allowance.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~
Marshfield, Ore.

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

ATTENTION:.....

So far have not had enough cross-sections figured to get an accurate line on the original cross-sections. A rough check shows that they are fairly accurate.

The location is made on pretty tight lines, and any revisions that have been tried to date would cause and increase in the quantities and for this reason have been abandoned, although some distance could have been saved and slightly better alignment could have been obtained.

We are taking advantage of every chance to save quantities without lowering standards of the road, and think there is practically no danger of the final cost exceeding the estimate unless unforseen troubles arise.

To date Englehart is the star performer. He has one shovel working just north of Colgroves and is hauling away with two Ford trucks, loading a truck in thirty seconds. The haul was 150 feet and no lost time anywhere.

Bauer & Bauer have four on the way but none working.

Clearing and culverts are going in good shape on all jobs.

Respectfully,

WM. E. CHANDLER,

Division Engineer.

WEC/MS

09 119

PR#

September 19, 1925.

Mr. W. E. Chandler,
Division Engineer,
Box 151,
Marshfield, Oregon.

Dear Sir:

Relative to the grading of the Burnt Hill-Chetco River Section of the Roosevelt Highway in Curry County, I want you to make every effort to hold this job down to the original quantities and estimate and, if possible, make a saving in the final figures. Ample allowances have been made for slides and overbreaks and there must be many opportunities to effect savings in quantities by minor revisions in grade and alignment which will make material savings. You should arrange to instruct your resident engineers very carefully on this point and follow it up yourself.

The amount of money involved in this job is a tremendous sum, and with our present state of finances, it is necessary to conserve our resources on every job. The fact that we are putting on another section in Curry County in order to complete the work through the county makes this all the more necessary. If this job should overrun in the proportion that some of your smaller jobs have overrun, it would seriously embarrass us.

I want you to keep me advised from time to time as to how the cross section quantities compare with the preliminary estimate, and later, as the work progresses farther, how the actual quantities removed are comparing. On the other hand, the mere fact that the preliminary estimate is large must not be considered as authority to use up all the funds which are provided under the estimate.

There is a fine opportunity on this job for some real engineering economy by nicely adjusting grades and alignment so that there will be a minimum of waste quantities. I appreciate you will see the necessity for taking advantage of every saving which can be made.

Very truly yours,

State Highway Engineer.

BAK:HI

CG-119

August 28th, 1925.

Lang & Company,
Wholesale Grocers,
Portland, Oregon.

Attention Mr. Eastman, Credit Dept.

Gentlemen:

In reply to your inquiry of the 27th instant, regarding Bauers & Bauers, will say that the Highway Commission recently awarded two contracts to them for the construction of a certain portion of the Roosevelt Coast Highway in Curry County.

Contract No. 833, was for the grading of Unit #1 of the Burnt Hill-Chetco River Section, the contract price for which is $289,311.80. Contract No. 836 is for the grading of Unit #4 of the Burnt Hill-Chetco River Section, the contract price for which is $302,168.00. The surety on the bond furnished by Bauers & Bauers in connection with each of these contracts is the Aetna Casualty & Surety Company, for whom Bates, Lively & Pearson are the local agents. Their office is in the Yeon Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/ew

Lang & Co.

CREDIT DEPARTMENT

WHOLESALE GROCERS

COFFEE ROASTERS MANUFACTURERS
TOBACCONISTS

Portland, Oregon

Aug. 27, 1925.

State Highway Commission,
Salem,
Oregon.

Gentlemen:-

We are informed by Bauers & Bauers whose head office is in Dayton, Wn. that they have been awarded a contract for the grading of Sector #1 and 4, on the Pistol River Brookings Section of the Roosevelt Highway, which contract will aggregate $500,000. We wish to verify this and would appreciate your advising the name of the company who has underwritten the bond.

Thanking you for a prompt reply, we are

$9,211.50
$ 302,168.00

#1-#33
#4-836
Inst. 1+4

Yours truly

Credit Dept.

CWH.

Acture Co., Inc.
A.G.P.

RECEIVED
H. B. C

09119

Brookings,Oregon,office.

Mr F A Elliott. Aug 22,1925

State Forester,

Salem,Oregon

Dear Sir;-

Will you kindly issue to us a permit to clear that part of the Roosevelt Coast highway known as Units one and four, Burnt Hill-Chetco River section,within Curry county,Oregon.

An accurate description of this right of way,together with any further information that you may require,may be obtained from Roy A Klein,State Highway Engineer,333 Capitol building,Salem.

Should you find it necessary to communicate with us further in this matter,will you kindly address us at Brookings,Oregon.

Sincerely yours,

Bauers and Bauers

By

C B

cc Highway Department.

August 10, 1926.

FH 119

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 8th inst., relative to the plans on the Durst Hill-Chetco River Section, Oregon Project No. 119.

The Bridge Department is now working upon special designs for the box culverts under high fills, and the required number of prints will be sent to you as soon as the work is completed. They will also send you a set of plans for the non-participating structure across Chetco River.

Four blue print copies of revised sheet Number 43 are being sent to you, under separate cover.

A carbon copy of your letter was sent with the original which we judge was not intended. This carbon copy is being returned herewith.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

August 8, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to plans for Oregon F.A.P.No.119, Burnt Hill-Chetco River Section, recently submitted by your office, it is noted that many of the fills over box culverts are in excess of the maximum heights shown on the culverts plans submitted. It will be necessary to submit special plans for culverts under fills in excess of the maximum shown.

We will also require a set of plans for the non-participating structure at Chetco river.

Sheet 43 does not show excavation quantities. Extra prints of this sheet, showing excavation, drainage structures, etc., should be submitted.

Very truly yours,

C. H. PURCELL, District Engineer,

By A. F. Moore
Acting.

CPC

July 31, 1925.

FH 119

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Burnt Hill-Chetco River Section, Oregon Federal Aid Project No. 119.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeCoons/AP

Encl.

Oregon State Highway Department — Project No. 119

BURNT HILL-CHETCO RIVER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN CURRY COUNTY

(Estimate as basis for Project Agreement. Based on Contract Prices.)

Salem, Oregon, July 20, 1928

Unit 1 - 5.770 Miles

All Required	Clearing and Grubbing (60' R of W)			$ 12,678.00
6.6 Acres	Extra Clearing and Grubbing		300.00	1,980.00
72,000 cu.yds	Excavation (402 to 68 to 217)		.67	48,240.00
214,000 cu.yds	Excavation (217 to 98)		.67	143,380.00
125,000 sta.yds	Overhaul		.05	6,250.00
1,000 lin.ft.	12" Concrete Pipe		2.20	2,200.00
3,500 lin.ft.	18" " "		4.55	15,925.00
1,000 lin.ft.	24" " "		6.00	6,000.00
150 lin.ft.	30" " "		8.00	1,200.00
2,500 lin.ft.	6" Porous Drain Tile		1.00	2,500.00
250 cu.yds	Class "A" Concrete		40.00	10,000.00
81,400 lbs	Metal Reinforcement		.05	4,070.00
250 cu.yds	Dry Rubble		12.00	3,000.00
200 sq.yds	Hand Placed Rock Slopes		6.00	1,200.00
				$ 262,823.00

Unit 2 - 3.572 Miles

All Required	Clearing and Grubbing (60' R of W)			$ 4,000.00
2.5 Acres	Extra Clearing and Grubbing		300.00	750.00
106,000 cu.yds	Excavation		.75	79,500.00
39,000 sta.yds	Overhaul		.04	1,560.00
570 lin.ft.	12" Concrete Pipe		3.00	1,710.00
1,400 lin.ft.	18" " "		3.50	4,900.00
1,000 lin.ft.	24" " "		4.50	4,500.00
350 lin.ft.	30" " "		5.50	1,925.00
3,200 lin.ft.	6" Porous Drain Tile		.55	1,120.00
140 cu.yds	Class "A" Concrete		30.00	4,200.00
14,000 lbs	Metal Reinforcement		.04	1,120.00
120 cu.yds	Dry Rubble Masonry		8.00	1,440.00
				$ 105,915.00

Unit 3 - 5.718 miles

All Required	Clearing and Grubbing (60' R of W)			$ 16,000.00
4.5 Acres	Extra Clearing and Grubbing		400.00	1,800.00
215,000 cu.yds	Excavation		.67	144,050.00
164,000 sta.yds	Overhaul		.04	9,840.00
570 lin.ft.	12" Concrete Pipe		2.00	1,140.00
2,820 lin.ft.	18" " "		4.00	11,280.00
240 lin.ft.	24" " "		6.00	1,440.00
220 lin.ft.	30" " "		10.00	2,200.00

Unit 3 - continued

1,220 cu.yds	Class "A" Concrete	$ 32.00	$ 39,040.00
80 cu.yds	Rubble Masonry	16.00	1,280.00
200 cu.yds	Dry Rubble	8.00	1,600.00
440 cu.yds	Hand Placed Rock Slopes	5.00	2,200.00
125,000 lbs	Metal Reinforcement	.10	12,500.00
			$ 244,320.00

Unit 4 - Gross Length 8.209 miles - Net Length 8.086 miles

All Required	Clearing and Grubbing (60' R of W)		$ 18,145.00
4.5 Acres	Extra Clearing and Grubbing	300.00	1,350.00
295,000 cu.yds	Excavation	.67	197,650.00
150,000 sta.yds	Overhaul	.05	7,500.00
1,200 lin.ft.	12" Concrete Pipe	2.20	2,640.00
2,940 lin.ft.	18" " "	4.55	13,377.00
1,190 lin.ft.	24" " "	6.30	7,494.00
260 lin.ft.	30" " "	8.55	2,223.00
870 cu.yds	Class "A" Concrete	40.00	34,800.00
60 cu.yds	Rubble Masonry	15.00	900.00
300 cu.yds	Dry Rubble	12.00	3,600.00
110 cu.yds	Rip Rap	3.50	385.00
90,700 lbs	Metal Reinforcement	.04	7,256.00
41 M-FBM	Lumber and Timber	50.00	2,050.00
1,430 lin.ft.	Piling	2.00	2,860.00
			$ 302,168.00

Grand Sub-total	$ 841,662.00
10% Engr. & Cont	94,160.25
	$ 1,035,702.75

Gross Length of Project 25.089 miles

Net Length of Project 22.966 miles

Cost per mile - net length $ 45,119.47

State Funds Available - $ 932,132.48

Federal Aid Requested - 103,570.27 (10%)

$ 1,035,702.75

July 24, 1925.

PR 119

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate to accompany the plans on the Burnt Hill-Chetco River Section, Oregon Federal Aid Project No. 119.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

J. W. DeSouza
Assistant Office Engineer

JWD:AP
Encls.

Oregon State Highway Department — Project No. 119

BURNT HILL-CHETCO RIVER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN CURRY COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, July 22, 1925.

Unit 1 - 5.770 Miles

All Required				
6.5	Acres	Clearing and Grubbing (60' R of W)		$ 10,000.00
		Extra Clearing and Grubbing	300.00	1,950.00
72,000	cu.yds	Excavation(402/68 to 317)	.50	36,000.00
214,000	cu.yds	Excavation (317 to 98)	.70	149,800.00
125,000	sta.yd	Overhaul	.06	7,500.00
1,000	lin.ft.	12" Concrete Pipe	2.00	2,000.00
3,500	lin.ft.	18" " "	3.50	12,250.00
1,000	lin.ft.	24" " "	5.00	5,000.00
250	lin.ft.	30" " "	6.00	1,500.00
2,500	lin.ft.	6" Porous Drain Tile	.50	1,250.00
920	cu.yds	Class "A" Concrete	33.00	30,360.00
81,400	lbs	Metal Reinforcement	.10	8,140.00
280	cu.yds	Dry Rubble	8.00	2,240.00
200	sq.yds	Hand Placed Rock Slopes	3.00	600.00
				$ 268,470.00

Unit 2 - 3.372 miles

All Required				
2.5	Acres	Clearing and Grubbing (60' R of W)		5,000.00
		Extra Clearing and Grubbing	300.00	750.00
105,000	cu.yds	Excavation	.70	73,500.00
39,000	sta.yd	Overhaul	.06	2,340.00
570	lin.ft.	12" Concrete Pipe	2.50	1,425.00
1,400	lin.ft.	18" " "	4.00	5,600.00
1,000	lin.ft.	24" " "	5.50	5,500.00
330	lin.ft.	30" " "	6.50	2,145.00
3,200	lin.ft.	6" Porous Drain Tile	.60	1,920.00
140	cu.yds	Class "A" Concrete	34.00	4,760.00
14,600	lbs	Metal Reinforcement	.12	1,752.00
180	cu.yds	Dry Rubble Masonry	8.00	1,440.00
				$ 106,132.00

Unit 3 - 5.718 miles

All Required				
4.5	Acres	Clearing and Grubbing (60' R of W)		$ 7,000.00
		Extra Clearing and Grubbing	300.00	1,350.00
215,000	cu.yds	Excavation	.70	150,500.00
164,000	sta.yd	Overhaul	.06	9,840.00
570	lin.ft.	12" Concrete Pipe	2.50	1,425.00
2,830	lin.ft.	18" " "	4.00	11,320.00
240	lin.ft.	24" " "	5.50	1,320.00
230	lin.ft.	30" " "	6.50	1,495.00

Burnt Hill-Chetco River Section - Unit 3, Continued.

1,220	cu.yds	Class "A" Concrete	$ 34.00	$ 41,480.00
80	cu.yds	Rubble Masonry	20.00	1,600.00
200	cu.yds	Dry Rubble	8.00	1,600.00
440	cu.yds	Hand Placed Rock Slopes	3.00	1,320.00
123,000	lbs	Metal Reinforcement	.12	14,760.00
				$ 245,010.00

Unit 4 - Gross Length 8.209 Miles - Net Length 8.096 miles

All Required		Clearing and Grubbing (60' R of)		$ 10,000.00
4.5	Acres	Extra clearing and grubbing	300.00	1,350.00
295,000	cu.yds	Excavation	.70	206,500.00
150,000	sta.yd	Overhaul	.07	10,500.00
1,200	lin.ft.	12" Concrete Pipe	2.00	2,400.00
2,940	lin.ft.	18" " "	3.50	10,290.00
1,180	lin.ft.	24" " "	4.50	5,310.00
260	lin.ft.	30" " "	6.00	1,560.00
870	cu.yds	Class "A" Concrete	30.00	26,100.00
60	cu.yds	Rubble Masonry	25.00	1,500.00
300	cu.yds	Dry Rubble	8.00	2,400.00
110	cu.yds	Rip Rap	4.00	440.00
90,700	lbs	Metal Reinforcement	.10	9,070.00
41	M-FBM	Lumber and Timber	80.00	3,280.00
1,430	lin.ft.	Piling	.50	715.00
				$ 291,115.00

Grand sub-totals	$ 910,727.00
10% Engr. & Cont.	91,072.70
	$ 1,001,799.70

Gross Length of Project 23.069 miles
Net " " " 22.956 "

Cost per mile - net length $46,639.99

State Funds Available	$ 901,799.70
Federal Aid Requested	100,000.00
	$ 1,001,799.70

FORM 5A 6726B 10M 8-23

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~
Marshfield, Oregon.
July 23, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

ATTENTION:.....

BR 119

JUL 24 1925

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Herewith unit price estimate of the Burnt-Hill-Chetco River section, Roosevelt Coast Highway. This estimate to be used for comparison of bids.

Very respectfully,

WM. E. CHANDLER,

Division Engineer.

By John Beakey

ESTIMATED COST
BURNT HILL-CHETCO RIVER, GRADING, UNIT #1

Est. Dated 7/23/25.

1. Clearing & Grubbing	All required				$ 10,000.00
2. Extra Clearing & Grubbing	6.5	acres	@	300.00	1,950.00
3. Excavation (402/68 - 317/00)	72,000	c.y.	@	.50	36,000.00
4. Excavation (317/00 - 98/00)	214,000	c.y.	@	.70	149,800.00
5. Overhaul	125,000	c.y.s.	@	.06	7,500.00
6. 12-inch Concrete Pipe	1,000	l.f.	@	2.00	2,000.00
7. 18-inch Concrete Pipe	3,500	l.f.	@	3.50	12,250.00
8. 24-inch Concrete Pipe	1,000	l.f.	@	5.00	5,000.00
9. 30-inch Concrete Pipe	230	l.f.	@	6.00	1,380.00
10. 6-inch Porous Drain Tile	2,500	l.f.	@	.50	1,250.00
11. Class "A" Concrete	920	c.y.	@	33.00	30,360.00
12. Metal Reinforcement	81,400	lbs.	@	.10	8,140.00
13. Dry Rubble	280	c.y.	@	8.00	2,240.00
14. Hand-Placed Rock Slopes	200	s.y.	@	3.00	600.00
					$268,470.00
Engineering 10%					26,847.00
Total Unit #1.....					$295,317.00

ESTIMATED COST
BURNT HILL-CHETCO RIVER, GRADING, UNIT #2

1. Clearing & Grubbing	All required				$ 5,000.00
2. Extra Clearing & Grubbing	2,5	acres	@	300.00	750.00
3. Excavation (single Class)	105,000	c.y.	@	.70	73,500.00
4. Overhaul	39,000	c.y.s.	@	.06	2,340.00
5. 12-inch Concrete Pipe	570	l.f.	@	2.50	1,425.00
6. 18-inch Concrete Pipe	1,400	l.f.	@	4.00	5,600.00
7. 24-inch Concrete Pipe	1,000	l.f.	@	5.50	5,500.00
8. 30-inch Concrete Pipe	330	l.f.	@	6.50	2,145.00
9. 6-inch Porous Drain Tile	3,200	l.f.	@	.60	1,920.00
10. Class "A" Concrete	140	c.y.	@	34.00	4,760.00
11. Metal Reinforcement	14,600	lbs.	@	.12	1,752.00
12. Dry Rubble	180	c.y.	@	8.00	1,440.00
					$106,132.00
Engineering 10%.....					10,613.20
Total Unit #2.....					$116,745.20

ESTIMATED COST
BURNT HILL-CHETCO RIVER, GRADING, UNIT #3

1. Clearing & Grubbing	All required				$ 7,000.00
2. Extra Clearing & Grubbing	4.5	acres	@	300.00	1,350.00
3. Excavation (single class.)	215,000	c.y.	@	.70	150,500.00
4. Overhaul	164,000	c.y.s.	@	.06	9,840.00
5. 12-inch Concrete Pipe	570	l.f.	@	2.50	1,425.00
6. 18-inch Concrete Pipe	2,830	l.f.	@	4.00	11,320.00
7. 24-inch Concrete Pipe	240	l.f.	@	5.50	1,320.00
8. 30-inch Concrete Pipe	230	l.f.	@	6.50	1,495.00
9. Class "A" Concrete	1,220.	c.y.	@	34.00	41,480.00
10. Cement Rubble Masonry	80	c.y.	@	20.00	1,600.00
11. Dry Rubble	200	c.y.	@	8.00	1,600.00
12. Hand-Placed Rock Slopes	440	s.y.	@	3.00	1,320.00
13. Metal Reinforcement	123,000	lbs.	@	.12	14,760.00
					$245,010.00
Engineering 10%.....					$ 24,501.00
Total Unit #3.....					$269,511.00

ESTIMATED COST
BURNT HILL-CHETCO RIVER, GRADING, UNIT #4

1. Clearing & Grubbing	All required				$ 10,000.00
2. Extra Clearing & Grubbing	4.5	acres	@	300.00	1,350.00
3. Excavation (single class.)	295,000	c.y.	@	.70	206,500.00
4. Overhaul	150,000	c.y.s.	@	.07	10,500.00
5. 12-inch Concrete Pipe	1,200	l.f.	@	2.00	2,400.00
6. 18-inch Concrete Pipe	2,940	l.f.	@	3.50	10,290.00
7. 24-inch Concrete Pipe	1,180	l.f.	@	4.50	5,310.00
8. 30-inch Concrete Pipe	260	l.f.	@	6.00	1,560.00
9. Class "A" Concrete	870	l.f.	@	30.00	26,100.00
10. Cement Rubble Masonry	60	c.y.	@	20.00	1,200.00
11. Dry Rubble	300	c.y.	@	8.00	2,400.00
12. Rip Rap	110	c.y.	@	4.00	440.00
13. Metal Reinforcement	90,700	lbs.	@	.10	9,070.00
14. Lumber & Timber	41	MFBM	@	80.00	3,280.00
15. Fir Piling	1,430	l.f.	@	.50	715.00
					$291,115.00
Engineering 10%.....					29,111.50
Total Unit #4 (Fir Piling).....					$320,226.50

--o--o--o--o--

16. Cedar Piling	1,430	l.f.	@	.60	858.00
					$291,258.00
Engineering 10%.....					29,125.30
Total Unit #4 (cedar Piling).....					$320,383.80

ESTIMATED COST
BUNKER HILL-CHEHALIS RIVER, GRADING

SUMMARY, ALL UNITS

TOTAL UNIT #1	$268,470.00
TOTAL UNIT #2	106,132.00
TOTAL UNIT #3	245,010.00
TOTAL UNIT #4 (using fir piling)	291,115.00
FORCE ACCOUNT.(falling.dangerous.trees)	5,000.00
	$915,727.00
Engineering 10%	91,572.70
Grand Total (fir piling)	$1,007,299.70

TOTAL UNIT #1	$ 268,470.00
TOTAL UNIT #2	106,132.00
TOTAL UNIT #3	245,010.00
TOTAL UNIT #4 (using cedar piling)	291,258.00
FORCE ACCOUNT (falling dangerous trees)	5,000.00
	$ 915,870.00
Engineering 10%	91,587.00
Grand Total (cedar piling)	$1,007,457.00

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

July 18, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We have just been advised by wire that the project statement for Oregon 119, Burnt Hill-Chetco River section of the Roosevelt Coast Highway, was approved by the Secretary of Agriculture on July 16th.

Yours very truly,
C. H. PURCELL, District Engineer,

By A. F. Morris
Acting

AR #119

July 14, 1926.

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

Dear Sir:

We mailed to you yesterday two blue print copies of the 400 feet scale right-of-way map for the section of the Roosevelt Coast Highway between Celegroves and the Chetco River.

On one of these blue prints we have shown in colors the boundaries between the properties of adjacent owners.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

pg 119

July 14, 1925

Medford Concrete Construction Co.,
Jackson County Block Bldg.,
Medford, Oregon.

SAME LETTER TO:
Medford Conc. Const Co.
McGeorge Gravel Co
Eugene Concrete Pipe Co
Concrete Pipe Co. - Portland
Builders Supply Co.
Albany Sand & Gravel Co
Oregon Sand Co.
" Cement Sewer Pipe & Til Co
Collins Concrete Pipe Co.

Gentlemen:

For your information, we are enclosing herewith a list showing the quantities of concrete culvert pipe to be used on the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Bids for the grading of the Burnt Hill-Chetco River Section are to be received by the Highway Commission on July 28th, and it is likely that some of the bidders will call upon you for price quotations on the culvert pipe items.

In case you are interested in furnishing pipe for this project, we suggest that you do not overlook the possibilities of manufacturing the pipe at or near the site of the work. Gravel and sand suitable for use in concrete is available in both the Chetco River and the Pistol River.

The project has been divided into four units, and we are asking bidders to bid upon any one or upon all of the four. We are enclosing a map showing the limits of each of the units.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP
Encls.

QUANTITIES OF CONCRETE PIPE

DURNT MILL-CHETCO RIVER SECTION

Size of Pipe	Lineal feet of pipe — Unit No. 1	Unit No. 2	Unit No. 3	Unit No. 4	Total
12-inch	1,000	570	570	1,200	3,340
18-inch	3,500	1,400	2,830	2,940	10,670
24-inch	1,000	1,000	240	1,180	3,420
30-inch	250	330	230	260	1,050
6-inch Porous Tile	2,500	3,200	--	--	5,700

May 11, 1925

FR 119

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four copies of project statement covering the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Owing to the limitations of funds now available, it is possible that the grading may be under taken without requesting federal aid. However, we wish to have the project approved as we will request federal aid on the surfacing even tho the grading is done at state expense.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

Dict. by J.W. DeJonge:L

Enc.

P NO. 119
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) April 24, 1928

The Secretary of Agriculture,
Washington, D. C.

Sir: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Burnt Hill-Chetco River Section of Roosevelt Coast Highway

2. Between control points of official description: Calif. Line and Port Orford

3. Between intermediate control points if used: Burnt Hill and Chetco River

County of Curry

4. Length in miles (gross) 21.0 Approx. (net) 21.0 Miles Approx.

5. Preliminary estimate of cost: Total, $1,080,000; section of road to be first improved, $1,080,000, of which $- is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: (Amount.) Sufficient to insure completion. Sale of Bonds or current income. (Source; refer to statute.)

(*b*) County (Amount.) (Source; refer to statute.)

8—3072

(Not to be filled in)

or maintenance to be provided by State, from the following
(State or (and) county.)

sources: Resolution of August 17, 1917; Chapter 257, Laws of 1917
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon, Capitol Building, Salem, Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

By

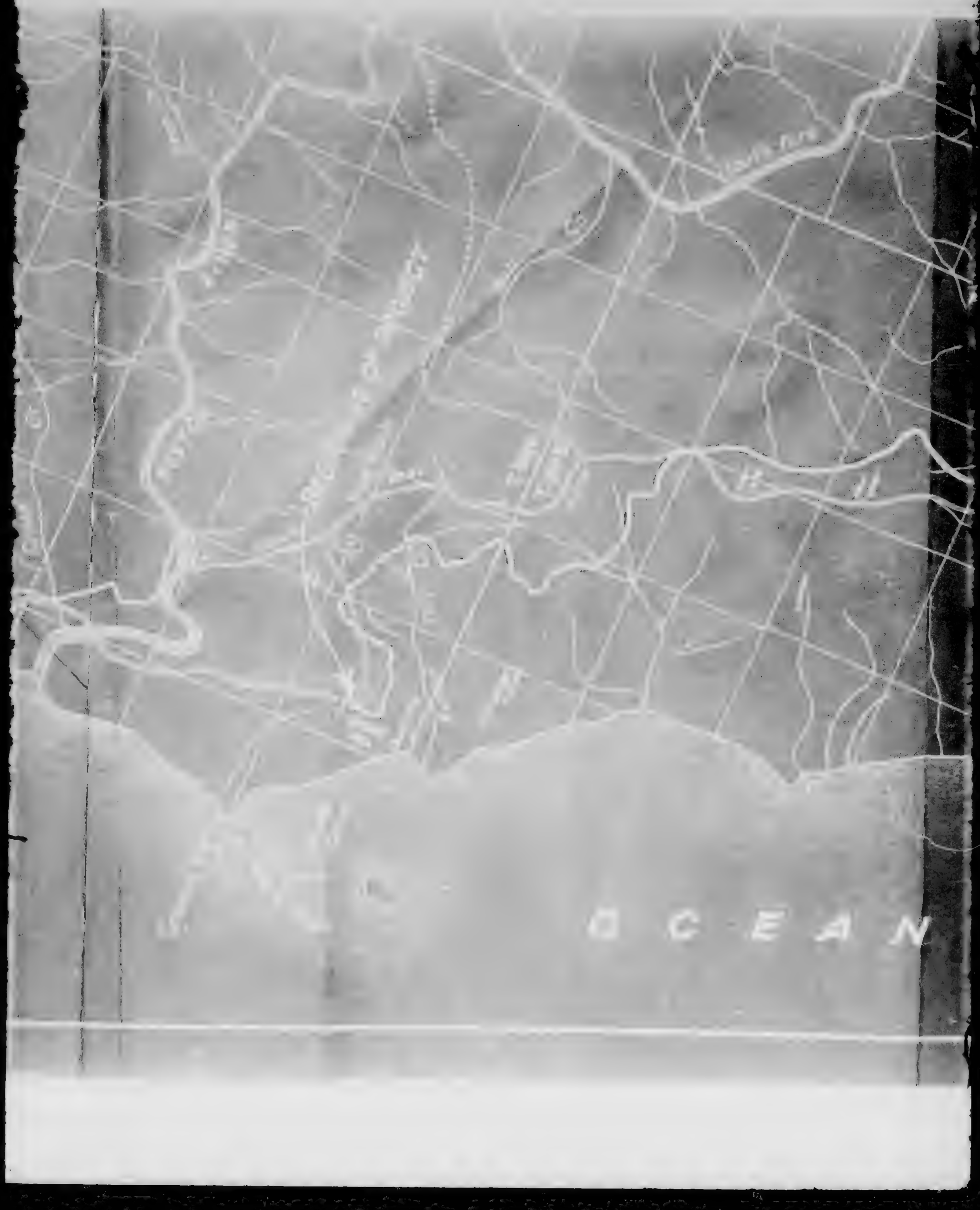
Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

GOVERNMENT PRINTING OFFICE 8—5072

PACIFIC


OCEAN

R.12 W.
R.13 W.
MAIN
CHICAGO
LAKE
IND. CH. PROJECT
HARBOR
CHESTERTON

OREGON
CALIFORNIA

CONTRACT #821,
854,

PR 120 Deschutes Co. Line-Crescent 1925-1930

821, 854

April 7, 1926

Honorable I. L. Patterson,
Governor of the State of Oregon
Building.

FR 1RD

Dear Sir:

Reference is made to your letter of March 22nd enclosing a letter from Mr. F. J. Beckely of Los Angeles concerning certain lots in the townsite of Crescent, Klamath County.

This matter may be best explained by reference to a blue print from a map showing a portion of the townsite of Crescent, on which lots 15 and 16, block 29, are shown. This townsite was originally laid out about 1910 when the Oregon Trunk Railroad survey was made and the entire lay-out was made to conform to the railroad alignment. The highway location, of necessity, could not follow the streets as them laid out and crossed some of the blocks of the townsite. The railroad location lay dormant for many years and last year when the line was built this location was abandoned and the line constructed about four miles east of the townsite.

This portion of The Dalles-California Highway was constructed and improved under a cooperative agreement between the State and Klamath County under which, in accordance with the law, the County agreed to furnish the right of way necessary for the construction of this highway. I have never checked through the County proceedings on this matter, but presume it was handled by resolution and that everything was regular. I know that there was a considerable milage involved and a large number of individual property owners were affected.

Mr. Beckely corresponded with us in the summer of 1926 regarding this matter and we advised him as in the attached copy of our letter. Our thought is that, while there only remains

west of the highway the two lots with an average depth of 85 feet, yet the balance remaining, being located on the highway, is much more valuable than the whole lots without the highway. This is especially true since the railroad location has been abandoned and there is no longer any value to lots fronting on Railroad Avenue.

It is my thought that, if the property owners in blocks 20 and 29 would get together and secure the vacation of Railroad Avenue and thereby lengthen their lots, that they would be in a much more advantageous position than they were before the highway was built.

If there is any further information we could furnish Mr. Beckely, we would be pleased to do so, but I feel that this is a matter wholly between the County Court of Klamath County and the property owners.

Very truly yours,

BAK:AS

Roy A. Klein,
State Highway Engineer

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

NOTED
State Highway Engineer

March 22, 1928.

RECEIVED
MAR 24 1928
OREGON
STATE

Mr. Roy A. Klein,
State Highway Engineer,
BUILDING.

My dear Mr. Klein:

I am sending, enclosed, a letter which we have just received from Mr. F. C. Beckely, of Los Angeles. Will you kindly return it to us with any information you can supply about the matter in which he is interested?

Very truly yours,

I. L. Patterson

Governor.

3820 Glen Felix Blvd.,
Los Angeles, Calif.
March 19, 1928.

His Excellency,
The Governor of the State of Oregon.
Salem, Oregon.

STATE OF OREGON
RECEIVED
MAR 22 1928
Executive Department

Sir:

PERSONAL

About two years ago the State of Oregon pre-empted and took for the purpose of a highway, 50 feet from each of two lots owned by myself in Crescent, Klamath County, Description of lots is "Lots 15 and 16, Block 29, Crescent".

I have taken up the matter of reimbursement for loss with various State and County Officers such as State Engineer, County Attorney of Klamath County, etc., but have been able to get no satisfaction.

There is no question but that I am entitled to damages for the loss of my property and as all other sources I know of for obtaining justice are exhausted, I am writing your Excellency personally.

Your assistance in this matter will be very greatly appreciated.

Respectfully,

F. J. Beckley.

FCB/TH

PR 120

Statement of Over and Underrun

The Dalles-California Highway
LaPine-Corral Springs Section. 18 PJ, Contract #854
NORTH ~~SOUTH~~ UNIT

Item #1 Base Course Surfacing

Original Estimate		23500.0 C.Y.
Final "		22643.5
	Underrun	856.5

Underrun caused by using less base material thru rock cuts.

Item #2 Top Course Surfacing

Original Estimate		23500.0
Final "		24114.00
	Overrun	614.0

The above overrun was used in patching

Item #3 Maintenance Material

Original Estimate		4500.0
Final "		6502.3
	Overrun	2002.3

Increase in maintenance pile authorized by Division Office

Item #4 Filler

Original Estimate		14000.0
Final "		14138.0
	Overrun	138.0

PK 120

Statement of Over and Underrun

The Dalles-California Highway
LaPine-Corrall Springs Sec. - 18 PJ-, Contract #854
SOUTH UNIT

Item #1 Base Course Surfacing

Original Estimate	6500.0 C.Y.
Final "	6588.5
Overrun	88.5

Overrun as shown above used for patching

Item #2 Top Course Surfacing

Original Estimate	6500.0
Final "	6484.5
Underrun	15.5

Item #3 Maintenance Material

Original Estimate	1300.0
Final "	2300.0
Overrun	1000.0

Increased upon instructions from the Division Office.

Item #4 Filler

Original Estimate	4000.0
Final "	3886.7
Underrun	113.3

Final Estimate of this unit sent To Salem office July 20[illegible]-26

PR #124

September 30, 1928.

Mr. J. F. Pryor,
Dunsmuir, California.

Dear Sir:

Reference is made to your letter of September 29, in regard to right of way for The Dalles-California Highway across property owned by you in the town of Crescent.

The laws of this state require that the rights of way for state highways be acquired by the counties in which they are located. It was our understanding at the time The Dalles-California Highway was constructed through Crescent, that the rights of way involved had been acquired by the Klamath County Court. If, in connection with your property, this is not the case, we suggest that you take the matter up either with the county court of Klamath County, or with the district attorney of Klamath County. Both of these parties are located in Klamath Falls.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

Crescent Ore
Sept 29th 26

State Highway Commission
Salem Ore

Dear Sirs

For about 15 years I have owned 4 7 Block 29 in Crescent Oregon Klamath Co which is now crossed by the State Highway does a person get any consideration in case of this kind in Oregon or have I any say coming

Yours Truly
C. F. Fryer

RECEIVED
SEP 30 1926

PR #120

September 17, 1926.

John Davis & Co.,
807 Second Avenue,
Seattle, Washington.

Attention Mr. L. V. Brewer

Gentlemen:

Reference is made to your letter of September 14, with reference to the construction of The Dalles-California state highway across certain property in the town of Crescent, which is owned by one of your clients.

As the law of our state requires that rights of way for state highways be acquired by the counties in which they are located, the matter to which you refer should be taken up either with the County Court of Klamath County or with the District Attorney of Klamath County, both of which parties should be addressed at Klamath Falls, Oregon.

For your information, we are enclosing a blue print showing the location of the highway across the property in question. It occurs to us that if you could obtain a vacation of Railroad streets in favor of the abutting owners, that your client would be fully compensated for the part of his property which is occupied by the highway.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP
Encl.

ESTABLISHED 1888
JOHN DAVIS & CO
INCORPORATED 1900
MAIN 9141

John Davis & Company

MORTGAGE LOANS
REAL ESTATE AND INSURANCE
RENTS AND INTEREST COLLECTED
807 SECOND AVENUE
Seattle

L V BREWER, PRESIDENT
A M. ATWOOD, VICE PRESIDENT
ABNER BROWN, TREASURER
REID V WELTY, SECRETARY
T V DEMPSEY, ASS'T SECRETARY
C P BURNETT, REAL ESTATE MANAGER

ADDRESS ALL COMUNICATIONS TO THE COMPANY

September 14th, 1926

State Highway Commissioner,
Salem, Oregon

Dear Sir:-

The State has constructed a highway through ~~Lot~~ Block 29, Townsite of Crescent, Oregon and the owner of Lots 18, 19 and 20 in this block has written us that he has received no advice to the above effect and informs us that he did not receive notice or compensation for the use of this property.

Will you kindly advise us what action the State intends to take regarding this matter in order that we may reply to our client, and greatly oblige

Very truly yours,

JOHN DAVIS & CO.

By L. V. Brewer
President.

LVB:N

P.R. 120 Surf

August 16, 1926.

Mr. C. W. Wanser,
Division Engineer,
Box 825,
Bend, Oregon.

Dear Sir:

We have your letter of August 6, transmitting the request made by the Purple Truck Co., in regard to the submission to Sam Kozer of statements in regard to the Bend-Lava Butte Section and the Lapine-Corral Springs Section being entirely new projects.

We can not comply with this request for the reason that under the interpretation placed upon the gas tax refund law by the Attorney General, we do not believe that gas tax refunds are allowable for the two jobs mentioned. The Attorney General's interpretation is to the effect that if any part of the hauling, even only a few hundred feet, is over right of way previously used as a public highway, the refund can not be made. Our impression is that both of the projects mentioned have short stretches which coincide with previously travelled roads. As a matter of fact, the grade was completed and the entire road used as a public highway before the surfacing contract was let.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. W. DeBouza
Assistant Office Engineer

Dict by S. H. Probert/AP

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

August 6, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

ATTENTION: Mr. H. B. Glaisyer.

Dear Sir:-

I have been requested by the Purple Truck Company, who are the hauling sub-contractors on the Bend-Lava Butte and La Pine-Crescent section, under Carl Nyberg, to give the Secretary of State, a statement, substantially the same as the attached, in order that they could receive the rebate due them for gas used on new construction.

I am passing this on to you with the request that if the same is regular and according to the going practice, that you advise the Secretary of State of the circumstances direct, and if not, please advise me in order that I can take it up with the Truck Company.

Yours very truly,

C. W. Wanzer,

Division Engineer.

Rec'd by S.H.P.

By H. N. Hartsell
Div. Office Engineer.

HNH/MS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

AUG 7 1926

La Pine, Oregon,
August 2nd, 1926.

Mr. Sam A. Kozer,
Sec'y. of State,
Salem, Oregon.

Dear Sir:-

The Purple Trucking Company are now and have been operating trucks for the construction of the Crescent Section of the Dalles-California Highway from Station No. 242+60 to Station No. 346+47.1 and Station No. 103+98.3 to Station No. 324+00 on the South Unit and Station No. 695 to Station No. 1619+40 and Station No. 1 to Station No. 242+60. This project is entirely of new construction.

Yours very truly,

_____
Engineer.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

RECEIVED
AUG 7 1926

La Pine, Oregon,
August 2nd, 1926.

Mr. Sam. A. Kozer,
Sec'y of State,
Salem, Oregon.

Dear Sir:-

The Purple Trucking Company are now and have been operating Trucks for the construction of the Lava Butte section of the Dalles-California Highway from Station No. 772 to Station No. 1219. This is of new construction.

Yours very truly,

_____
Engineer.

PR #120

August 2, 1926.

Mr. C. W. Wanser,
Division Engineer,
Box 823,
Bend, Oregon.

Dear Sir:

We have your letter of July 22, in reply to ours of June 30, in regard to right of way descriptions across the Shevlin-Hixon property in Klamath County.

Apparently Mr. Mitchell did not prepare a construction map of the Deschutes County Line-Crescent Section. At least no such map was submitted to us with the final records for the grading job, and we find no record of same having since come in. However, it is apparent from the alignment shown on the final profile that no revisions in alignment were made during construction, and, therefore, the location map can be used as a basis for the descriptions. I think that you have a blue print copy of this map in your files.

Please note again the contents of the last paragraph of our letter of June 30. From the fact that the highway does not cross several of the tracts listed in the Shevlin-Hixon letter, it is evident that some mistakes have been made in the preparation of the list. This should be checked with the Shevlin-Hixon people before the descriptions are written.

The letter of Jos. Jonson dated June 25, and the Shevlin-Hixon letter dated June 22 are enclosed herewith.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

PR # 12

July 22, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

JUL 23 1926

Dear Sir:-

ATTENTION:- Mr. S. H. Probert.

Please refer to your letter June 30th, re Right of Way data requested by Mr. Jos. Jenson, County Engineer of Klamath County.

I have taken this matter up with our Mr. Mitchell, who advises that he has no map of this section, all data of this character having been transmitted to the Salem Office, along with the records and data for the grading of the Deschutes County Line-Crescent section, Contract # 821-Newport Construction Company.

He advises, however, that in his records of borrow pits, etc., sent in at that time, he made a complete record of all additional widths of Right of Way required, listing them from Station to Station.

I have looked thru our records here and can not find any data that would in any way clear this matter up. I do not know where the maps for this section are, unless by chance, they may have been filed along with the final records of said contract #821.

Yours very truly,

C. W. Wanzer,

Division Engineer.

By H. N. Bartell.
Div. Office Engineer.

HNB/MS

PR#-130

June 30, 1926.

Mr. C. W. Wanser,
Division Engineer,
Bend, Oregon.

Dear Sir:

We are referring to you herewith a letter today received from Mr. Jno. Jensen, County Engineer of Klamath County, requesting information to be used in connection with the acquiring of right of way for that section of The Dalles-California Highway between Crescent and the Deschutes County Line.

This information can be best furnished from your office as the detail construction maps are either in your possession or in the possession of Resident Engineer Mitchell. We therefore request that you supply the information desired.

We suggest that before writing the descriptions you ascertain from the Shevlin-Hixon Company whether or not the list of tracts which is given in their letter of June 22 is entirely correct. In comparing the list with the location map, we find that four of the tracts listed are not crossed by the highway. We are inclined to believe that this is due to typographical errors in the descriptions given for the tracts.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP
Encl.

June 30, 1926.

Mr. Jos. Jensen,
County Engineer,
Klamath Falls, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of June 28, requesting descriptions to be used in securing deeds from the Shevlin-Hixon Company for the section of The Dalles-California Highway between Crescent and the Deschutes County Line.

As the information requested can be best furnished from our division office, we are referring your letter to our division engineer, Mr. O. W. Wanser at Bend. You will undoubtedly hear from Mr. Wanser very shortly.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

CC Mr. O. W. Wanser,
Div. Engr., Bend.

PR # 27

June 23, 1926

Mr. F. J. Dechely,
5830 Glen Feliz Boulevard,
Los Angeles, California.

Dear Sir :

Receipt is acknowledged of your letter of June 17, in regard to right of way for the Dallas-California Highway across property owned by you in the town of Crescent.

Responsibility for the acquiring of this right of way rests with the County Court of Klamath County, and it is a matter in connection with which we have no authority. We suggest that you communicate either with the County Court of Klamath County, or the District Attorney of Klamath County.

For your information, we are inclosing herewith blue print showing the position of the highway right of way over the lots mentioned in your letter. It occurs to us that settlement for the property taken might be expedited by an offer from you to the County to exempt, in return for the property taken, a vacation in your favor of that part of Railroad Avenue upon which your lots front. An arrangement of this kind would give you two full sized lots fronting upon the highway.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. E. Probert
Office Engineer .

SHP:AP

3820 Glen Felix Blvd.,
Los Angeles, Calif.
June 17, 1926.

The Honorable Board of
State Highway Commissioners,
Salem, Oregon.

Gentlemen:

I am the owner of Lots 15 and 16, in Block 29, Crescent, Klamath County, Oregon. The County of Klamath has constructed a highway through the above described property without my consent or without the formality of condemnation proceedings. The highway was constructed in such a manner as to amount to virtual confiscation of my lots.

Will you be kind enough to advise me what compensation I may expect for the damage to my property and when I may expect to receive said compensation.

Your early reply will be greatly appreciated.

Yours very truly,

F. J. Bechely.

FCB/MH

FORM SC 20162 5000 12-28

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

PR #120

RECEIVED
FEB 22 1928

Mr.Roy A.Klein.
State Highway Engineer.
Salem,Oregon.

Dear Sir;

Attention Mr S.H.Probert.

Enclosed please find statement of over and underruns in connection with the final estimate of the Deschutes County Line-Crescent section,grading contract # 821,Newport Construction Co Contractors,as prepared by resident engineer,Mitchell.

Yours very truly,

C. W. Wanzer

Division Engineer.

CWW-h

Sheet #1

OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE

REFER TO FILE NO.....

The Dalles-California Highway
Deschutes County Line-Crescent Section.
18 PI, Contract #821

Content Item Nos.

Item #1 Clearing & Grubbing
Increased slightly on account of side borrow

1 Item #2 Common Excavation

Original Estimate		74,000.0	
Final "		83,112.0	
	Overrun	9,112.0	C.Y.
Mile #1 Increase due to change in grade		2466.8	
" " " shrinkage		947.8	
			3414.6
Mile #2 " " " channel change		970.2	
" " " shrinkage		1322.8	
		2293.0	2293.0
Miles 3-13 " " " "			3404.4
			9112.0

3 Item #3 Overhaul

Original Estimate		16,000.0	
Final "		28,925.0	
	Overrun	12,925.0	C.Y.

The common excavation having increased, overhaul would also increase along entire job.

5 Item #4 Class "C" Concrete

Original Estimate		20.0	C.Y.
Final E "		20.53	
	Overrun	.53	C.Y.

Increase due to lengthening of headwall at sta.1038/00

7 Item #5 12" Concrete Pipe

Original Estimate		270.0	Lin.Ft.
Final "		282.0	" "
	Overrun	12.0	" "

Increase due to lengthening culvert Sta. 1516/40

9 Item #6 24" Concrete Pipe

Original Estimate		70.0	Lin.Ft.
Final "		315.0	" "
	Overrun	245.0	" "

Increase due to substituting culverts for bridges Sta. 991/68, 1038/00 & 1067/85.

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles-California Highway
Deschutes County Line-Crescent Sec.

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

2 Item #1 Solid Rock Excavation

Original Estimate		800.0 C.Y.
Final "		704.6
	Underrun	95.4 C.Y.

Decrease due to overestimating Sta.1518/00-1520/53

4 Item #2 Class "B" Concrete

Original Estimate		20.0 C.Y.
Final "		00.0
	Underrun	20.00 C.Y.

Decrease due to substituting culverts for bridge
Sta. 991/68,1038/00 & 1067/85

6 Item #3 Lumber & Timber

Original Estimate		22.0 M.F.B.M.
Final "		22.0 M.F.B.M.
		80.0
	Underrun	22.0 M.F.B.M.

Decrease due to substituting culverts for bridges
Sta.991/68.1038/00 & 1067/85

8 Item #4 18" Concrete Pipe

Original Estimate		170.0 Lin.Ft.
Final "		111/0 " "
	Underrun	59.0 " "

May 17, 1926.

Central Oregon Improvement Company,
207 Electric Building,
Seattle, Washington.

Attention Mr. D. E. King

Gentlemen:

To supply you with the information requested in your letter of May 17, we are sending to you under separate cover a blue print showing the location of The Dalles-California Highway between Lapine and Fort Klamath. This map shows the location of the highway across townships 27 and 28 better than we could indicate it upon the sketch enclosed with your letter.

We are much pleased to note that things are progressing favorably toward an adjustment of the matter of right of way for The Dalles-California Highway across the property of your company within the town of Crescent.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

Central Oregon Improvement Company

L. F. WAKEFIELD, PRESIDENT
F. DABNEY, TREASURER
D. N. KING, SECRETARY

ELECTRIC BUILDING
SEATTLE, WASH.

CRESCENT
WAKEFIELD
CORRAL SPRING

207

RECEIVED
MAY 17 1926
OREGON
STATE HIGHWAY COMMISSION

May 17 1926

Mr. R.A.Klein

State Highway Engineer

Salem.Ore.

Attention of Mr S.H.Probert

Dear Sir;

I was in Klamath Falls last Thursday ,and saw Mr.Elliott,Prosecuting Attorney,relative to the best way to adjust the matter of the right of way for the State highway over certain blocks in the Townsite of Crescent;and think we can straighten it out along the lines we discussed.
Mr Elliott will take up the matter with the Judge of the Superior Court and advise me as to results in a few days.

I am enclosing herewith a plat showing the 4 sections in townships 27 & 28 [redacted]nge 8 east,and would ask if you would kindly mark on the [redacted]p the location of the State highway through thes two townships- a rough pencil line will do for my purpose . Will you also please state whether the highway is built on the location of the old main county road ,as I noticed the other day while driving up from Klamath to Bend that there was a long tangent of some 10 miles between Kirk and Beaver Marsh or that vicinity.

Trusting you will favor me with the desired data and thanking you for your trouble,

Yours very truly,

D. N. King

Central Oregon Improvement Company

207 ELECTRIC BUILDING

L. F. WAKEFIELD, PRESIDENT
D. N. KING, SECRETARY — Treasurer

CRESCENT
WAKEFIELD
CORRAL SPRING

SEATTLE, WASH., March 24, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

I thank you for your letter of the 11th inst., relative to the right of way for the State Highway which is constructed across some of our porperty in the Townsite of Crescent.

I am sorry I did not have the opportunity of meeting Mr. Probert and talk over this matter while I was in Salem. However I shall be in Portland again next week and will take a run down to Salem and hope to see him, but I will telephone to you from Portland to make sure that Mr. Probert or yourself are in town.

I have not answered your letter before as I expected to be in Portland this week, but have been unable to get away.

Yours truly,

Secretary-Treasurer.

March 11, 1926.

Central Oregon Improvement Co.,
207 Electric Building,
Seattle, Washington.

Attention Mr. D. M. King

Gentlemen:

Since receiving your letter of February 24, we have taken no action in regard to the right of way for the highway across your property in the town of Crescent, thinking that we would have an opportunity to discuss the matter with you in person.

Before taking the matter up with the county officials we believe that it would be desireable to have a concrete proposition to present to them, otherwise there is apt to be further delay in getting action. Will you not therefore inform us as to the minimum amount that you will accept in full settlement for the right of way across your properties?

We do not ourselves believe that you are materially damaged, and if any weight whatever is given to the benefit which the construction of the highway has been to your property, it is difficult to concede that you are entitled to any compensation. As we see it, the matter of payment of taxes is aside from the question, as is also the fact that your company has had to hold its property for a long time without profit. The only factors now concerned are the factors of present damage and present benefit. It is our opinion that you will be wasting your time to ask the county for much, if any, compensation. Such action will simply force condemnation.

We will be glad to render whatever assistance we can in the securing of the abandonment of the streets and alleys abutting your property, and we will furnish the service of an engineering party in the replatting of your property. Further than this, we can only transmit to the county officials such proposition as you may wish to offer.

Please let us hear from you at your convenience.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
Assistant Office Engineer.

SHP:AP

Central Oregon Improvement Company

207 XXX ELECTRIC BUILDING

L. F. WAKEFIELD, PRESIDENT
P. BARNEY, TREASURER
D. N. KING, SECRETARY —Treasurer

RECEIVED
FEB 26 1926

CRESCENT
WAKEFIELD
CORRAL SPRING

SEATTLE, WASH., February 24, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Attention:Mr. S. H. Probert

We thank you for your letter of the 20th inst., relative to the right of way for the Dalles-California Highway through the town of Crescent.

As we have previously advised you, we are willing to cooperate with you in the matter of straightening out this right of way, providing it can be done on a reasonable basis. As you know, we have been carrying this property for some fifteen years, and have paid taxes on the lots which are embraced within your right of way. Owing to financial embarrassment of our company, we were compelled to let the taxes go delinquent for some years, and we have within the last few months, raised the money to pay up these delinquencies, together with heavy penalties and interest. We would therefore expect the County to reimburse us for these expenditures and to vacate the streets and alleys involved in the right of way or by reason of appropriation thereof, and fix up a revised plat of Blocks 13, 19, 20 and 29, or it is possible that you, with your engineering force available, could make the plat and the County could file it, as we have no one to do the work and would not incur the expense of sending an engineer down to Klamath.

I shall be in Portland within the next week and will try to run down to Salem and talk this matter over with you. In the meantime, if you communicate with the Klamath County officials and obtain their views on the matter, we could, no doubt, arrive at a solution of the matter when I get to Salem.

Yours truly,

D. N. King

Secretary-Treasurer.

PR #120

February 20, 1926.

Mr. D. W. King, Secretary
Central Oregon Improvement Co.,
207 Electric Building,
Seattle, Washington.

Dear Sir:

We are pleased to have your letter of February 17, and the plat submitted therewith.

An inspection of the plat indicates that your property as now laid out is badly cut by the new highway. It appears to us, however, that by replatting the property, an arrangement of lots can be worked out which will be as good or better than was the original lay out.

It will undoubtedly be possible to arrange for the vacation of the part of the Railroad Avenue which is between Graves Street and Stevens Street, and for the vacation of some of the alleys east of the highway, these vacated streets and alleys to revert to abuting owners. In this manner, the area of land vacated would equal or exceed the area taken for the highway right of way, and while some of it could not be platted into rectangular lots of most desirable dimensions, the disadvantage would be more than offset by the advantage of getting double frontage along an improved highway instead of frontage on an unimproved street with a railroad on the opposite side.

The possibilities of such a replatting appear so good to us that before taking the matter up with the county officials, we would like to know whether or not you would consent to giving title to a sixty foot right of way for the highway in return for a vacation of streets and alleys such as we have mentioned above.

We are enclosing for your information, a map which we have prepared from your plat and from other information that we have, to show accurately the position of the highway with reference to your property.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

Central Oregon Improvement Company

207 ELECTRIC BUILDING

L. F. WAKEFIELD, PRESIDENT
F. DARNEY, TREASURER
D. H. KING, SECRETARY — Treasurer

CRESCENT
WAKEFIELD
CORRAL SPRING

SEATTLE, WASH., February 17, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Klein:

We thank you for your letter of the 16th inst., relative to the right of way of the Dalles-California Highway through Crescent. (What is the width of the right of way required?)

I now enclose herewith copy of a recorded plat of the Townsite of Crescent, showing the ownerships of the lots affected by the said Highway, and trust that this information will comply with your request.

I trust that you will understand that it is not our intention to hamper either the State or County in the straightening out of this right of way, and as far as we are concerned, we think it can be adjusted without resorting to condemnation proceedings, providing the County will recognize our rights; also the fact that we have been carrying this property now for some fifteen years, and paying taxes on it. Therefore, reasonable compensation should be made to us for the property appropriated as right of way for the Highway.

Yours truly,

D. H. King

Secretary-Treasurer.

Enc.

PR #120

February 16, 1926.

Mr. D. H. King, Secretary-Treas.,
Central Oregon Improvement Company,
207 Electric Building,
Seattle, Washington.

Dear Sir:

Reference is made to your letter of February 8, referring again to the right of way for The Dalles-California Highway across property owned by your company in the town of Crescent.

As stated in our letter of January 25, the responsibility for the acquiring of right of way for our state highways is by law placed upon the county courts. Since, however, proper steps have not been taken by the County Court of Klamath County in the acquiring of right of way across your property, we will take the matter in hand and endeavor to secure some action.

It will be of assistance to us if you will supply us with a plat of the town of Crescent, showing the properties which are owned by your company, and showing also, if you have the information available, the names of other owners whose property is crossed by the highway.

Thanking you for this information, we are

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

Central Oregon Improvement Company

207 ~~SEX~~ ELECTRIC BUILDING

L. F. WAKEFIELD, PRESIDENT
~~F. CRESCENT, VICE-PRESIDENT~~
D. N. KING, SECRETARY — Treasurer

CRESCENT
WAKEFIELD
CORRAL SPRING

SEATTLE, WASH., February 8, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to your letter of January 25th, relative to the location of the Dalles-California Highway through the Townsite of Crescent, I would state that I have written to the Klamath County Abstract Company, and am in receipt of their reply confirming the statement previously made by the Clerk of the Court, that there are no proceedings of record covering the appropriation by the State of the lots owned by this company, on which the highway is now located, and it would seem the property had been appropriated without any steps having been taken to secure the title. Some of the property appropriated has been sold and deeded to private parties, and the remainder, as I have stated, is owned by us.

It would seem to us that the State, before constructing the highway, would require evidence of title to the right of way on which it is located, especially as the original location was down a platted street on which the highway could have been constructed without going across private property, and we think, in fairness to us and the parties to whom we have sold the lots affected, we should be given a chance to protect our interests. This applies especially to the individual lots that were sold, as the highway practically destroys them, appropriating as it does, two-thirds of each lot and cutting them in two. The highway would be of no benefit to those lots, which are practically all appropriated, and for which the owners purchased and paid taxes on, and are still on the Assessor's rolls.

I do not know with what State Official, other than yourself, I should take this matter up, but would appreciate your advising me on this subject if you are unable to take any action with a view to straightening it up, as it would seem that we are entitled to look to the State for restitution, as it was the State and not the County who appropriated our property and built the road thereon.

Trusting you will favor me with a reply on this subject at your early convenience, and thanking you for the information you have already so kindly furnished, I am

Yours truly,

D. N. King

Secretary-Treasurer.

09 120

February 18, 1926.

Newport Construction Co.,
317 Exchange Building.
Portland, Oregon.

Gentlemen:

Reference is made to your letter of February 12 in which you request a statement of the final quantities to be allowed in connection with the grading of the Deschutes County Line-Crescent Section.

In this connection, we have to advise that the final estimate has been checked in this office, and has been returned to Resident Engineer Mitchell for confirmation of certain corrections made. As soon as this is received back from Mr. Mitchell, we will be able to draw voucher covering the final payment, and to supply you with a detailed estimate of quantities. This should be possible within the next week or ten days.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. E. Probert
Office Engineer.

SEP:AP

RAILROAD AND HIGHWAY CONTRACTORS
CONCRETE WORK AND BRIDGES

317 EXCHANGE BLDG. PORTLAND, OREGON. Feb.12,1926

State Highway Commission,
Salem,Oregon.

Gentlemen:

Please send us proposal blanks and other data for bidding on following work

Surfacing

Stices Gulch -Baker County Sec.Baker-Unity Highway

Bend-Lava Butte Section Dalles-California Highway

Crooked River Section " " "

We finished the grading of the Deschutes County Line-Crescent Section early in October of last year. For purpose of final settlement with sub-contractors we would like to receive confirmation of the figures of final quantity sheet,which should be in your office by this time.

This is to be understood as a request for figures,not payment,though that would be acceptable if proper at this time.

Yours truly,

Newport Construction Co.

By John Brooke, Secy.

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.----

POST OFFICE BUILDING,
PORTLAND, OREG.

March 26, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project #120, Deschutes County Line-Crescent section of The Dalles-California Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

RECEIVED
MAR 27 192
STATE HIGHWAY

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on August 1, 1925, by the State Highway Commission of Oregon, and on August 29, 1925, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 110; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans, specifications and estimates approved for said project to provide for the construction of a crushed rock surface over the entire length thereof; and by reason thereof has requested that the estimate of cost approved for said project be increased from $92,717.00 to $148,926.16, and that the federal funds approved and set aside to the credit of said project be increased from $14,850.20 to $74,583.69:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said project be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates, and the sum of seventy-four thousand, five hundred eighty-three and 69/100 dollars ($74,583.69) as the share of the United States payable under said act on account of said project, which does not exceed 62.25 per cent of the total estimated cost thereof."

IV ... read:

"Article IV.s The United States pro rata share of the cost of said project shall not in any event exceed (a) the said sum of seventy-four thousand, five hundred eighty-three and 69/100 dollars ($74,583.69), certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of one hundred twenty-four thousand, three hundred six and 16/100 ($124,306.16), the approved total estimated cost of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 13th day of February, 1926, and the Secretary of Agriculture on the 9th day of March, 1926.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

FEDERAL AID HIGHWAY DEPARTMENT TO STATE HIGHWAY AGREEMENTS SECTION
PROJECT No. 112.

DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 814+77 at the south end of Oregon Federal Aid Project No. 108, Section B, at the Deschutes-Klamath Counties line, and survey station 1620+20 at the north end of the Crescent Section, the Dalles-California Highway Forest Highway Project in the town of Crescent, locally known as The Dalles-California Highway between Bend and Fort Klamath, Klamath County, and designated in the records of this Department as Project No. 120, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $124,706.16 in lieu of the $14,830.20 approved by Certificate of Aug. 29, 1925, as the total estimated cost of said project, and the sum of $74,583.69 as the share of the United States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 9th day of March one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap

ACTING *Secretary of Agriculture.*

WC

GOVERNMENT PRINTING OFFICE 8—1929

Central Oregon Improvement Company

207 ELECTRIC BUILDING

L. F. WAKEFIELD, PRESIDENT
D. N. KING, SECRETARY – Treasurer

CRESCENT
WAKEFIELD
CORRAL SPRING

SEATTLE, WASH., January 29, 1926.

PR #130

JAN 30 1926

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We acknowledge receipt of and thank you for your letter of January 25th, relative to the location of the State Highway through the Town of Crescent, and appreciate your courtesy in the explanation of the matter.

We have again taken the matter up with the Klamath County officials and trust to secure the desired information relative to the condemnation of our property. In the meantime we would state that we were furnished by Mr. Wanzer, Division Engineer, a blue print showing the location of this highway, so that it will not be necessary for you to take any further steps in connection with the matter.

Yours truly,

D. N. King

Secretary-Treasurer.

REFERRED TO
S H P
By State Highway Engineer

Sub.

January 25, 1926.

Mr. D. M. King, Secretary-Treasurer,
Central Oregon Improvement Company,
207 Electric Building,
Seattle, Washington.

Dear Sir:

I have for acknowledgment your letter of January 23, 1926, relative to the routing of The Dalles-California Highway through the townsite of Crescent, Oregon. I regret that thus far you have not received a definite answer in response to your inquiry. It might explain matters, however, to say that in this state all the right of way required for state highways is secured by the counties and is taken in the name of the county, hence, we do not follow the procedure and are not advised as to what steps the county took in the acquisition of a right of way through your property.

The procedure usually taken in a case like this would be the adoption by the county court of a resolution describing the right of way to be taken, posting of notices and the appointment of a Board of Viewers to view the property and assess the damages and the benefits. They report back to the court, after which a certain length of time is provided for objections. If no objection is made, the award of damages is usually made on the report of the viewers.

I will be glad to send you a map showing the exact location of the highway across your property as soon as the information can be secured from our engineer in the field. At this time our maps covering this section are being used in the field.

For your information, would say that The Dalles-California Highway has now been graded to state highway standards between Klamath Falls and The Dalles and the particular section from Cerral Springs through Crescent to Lapine is now under contract for surfacing which will be done during the present season. I think that there is no doubt that the value of your property will be very greatly increased by reason of the construction of this highway.

Very truly yours,

State Highway Engineer.

RAK:HI

...mpany

...ELECTRIC BUILDING

L. F. WAKEFIELD, PRESIDENT
F. DARNEY, TREASURER
D. N. KING, SECRETARY -Treasurer

CRESCENT
WAKEFIELD
CORRAL SPRING

SEATTLE, WASH., January 23, 1926.

Mr. Roy A. Kline,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Under date of October 29th, I wrote you relative to the highway through the townsite of Crescent, Oregon, being located across some of the property owned by this company, requesting information as to what procedure was taken by the State to acquire title to the property so occupied. In reply to this you wrote me on November 1st that you had referred the matter to Mr. Wanzer, who wrote me under date of November 16th stating that the matter was taken up through the County Court at Klamath County, and suggested that I write to the clerk for information. This I did and I am now in receipt of a letter from the clerk stating that he knows nothing of the matter, and that I should take it up with the State Highway Commissioners.

From the above I would state that I have made the circle and landed where I started. I would now ask that you please give further attention to the matter and advise me as to how I can ascertain the information desired, as we do not think it fair to us that the State should appropriate our property on which we are paying taxes, for road purposes, without our being given a chance to protect our interests.

Under the laws of the State of Washington, the State always serves notice upon the property holders before seeking to acquire property, and I believe that, although the laws of Oregon may differ with those in Washington, the rights of property holders are taken into consideration by the State in the appropriation of right of ways necessary for State hightway purposes.

I would appreciate it if you would kindly favor me with a reply on this subject so that I can ascertain what compensation, if any, was accorded to us under any proceedings taken for the acquisition of the right of way.

Yours truly,

D. N. King

Secretary-Treasurer.

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.----

POST OFFICE BUILDING,
PORTLAND, OREG.

January 26, 1926.

P.R. 320 Curt

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. DeSousa

Dear Sir:-

Reference is made to our phone conversation relative to reductions on Oregon Federal aid projects Nos. 108-C, 120, and 126.

We enclose herewith copies of revised estimates for these projects, together with sheet showing method of apportioning the reduction.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

BASIS USED IN FIGURING CONTRACT REDUCTIONS

ON

CREEK PROJECTS NOS. 106-C, 120, and 126.

Project No.	Length	Total Contract Amount	Maintenance Materials	Net Contract Amount	Total Contract Reduction	Reduction for Maintenance Materials	Net Reduction
106-C	4.162	$ 30,329.43	1,691.43	28,638.00	** 451.39	* 25.16	426.23
120	13.396	97,331.30	5,427.80	91,903.50	1,446.69	80.79	1,367.90
126 N.	4.628	33,589.29	1,650.79	31,708.50	499.92	27.99	471.93
126 S.	6.100	44,750.00	2,600.00	42,150.00	600.00	34.86	565.14
	28.246	206,000.00	11,600.00	194,400.00	3,000.00	168.80	2,831.20

* By Mileage.
** Using total contract amounts.

Oregon State Highway Department — Project No. 120

DESCHUTES COUNTY LINE-CRESCENT SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for Modified Agreement. Revised to include Surfacing.)

Salem, Oregon, January 14, 1926.

Roadway:

74,000	cu.yds.	Common excavation	$0.22	$16,280.00
600	cu.yds.	Solid rock excavation	1.25	1,000.00
16,000	pl.sft.	Overhaul	.06	960.00
20	cu.yds.	Class "B" concrete	35.00	700.00
20	cu.yds.	Class "C" concrete	35.00	700.00
22	M-FBM	Lumber and Timber	70.00	1,540.00
270	lin.ft.	12" concrete pipe	1.50	405.00
170	lin.ft.	15" concrete pipe	1.95	332.50
70	lin.ft.	24" concrete pipe	4.75	332.50
			Sub-total for grading	$22,450.00

Surfacing:

14,185	sq.yds.	Base course surfacing	$3.10	$43,973.50
14,285	sq.yds.	Top course surfacing	3.80	45,383.00
6,360	sq.yds.	Filler	.30	1,908.00
			Sub-total for surface	$91,264.50
			Proportional reduction on surfacing	1,267.00
			Net sub-total on surfacing	$90,397.50

Sub-total for project $113,005.60
10% Engineering & Contingencies ------ 11,300.56

TOTAL ---- $124,306.16

Length of project 13.356 miles

Cost per mile $9,307.43

State funds available	$49,722.47
Fed. aid requested	74,583.69
	$124,306.16

January 14, 1926.

PR 123 Surf.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 13th inst., returning agreement estimates of Projects 158-C, 120 and 126.

The estimate on Project No. 120 has been corrected, and the copies of the ~~estimates~~ on the other two projects are being returned to you as originally sent.

We are also enclosing herewith a statement showing the method that was used in arriving at the deductions to be made from the various projects. By reference to these special provisions for the work, you will note that it is provided that twenty per cent of the total reduction offered should be made from the south unit of the surfacing. This unit is entirely within Project 126, and was figured separately before prorating the balance to the other sections. Disregarding matters of corrections of odd cents which might be made according to the method of using mileages or total quantities, it is believed that the reductions which we originally used are correct. Therefore, no changes are being made in these amounts.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

January 13, 1926.

8R120-Corr

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of estimates covering surfacing on Federal aid projects Nos. 108-C, 120 and 126.

Your letter giving method of arriving at the reduction applicable to each project and to maintenance rock is noted. The method used is not clear, neither is the reason for arbitrarily taking 20% and applying to 126. It would appear more equitable to use the amount estimated to be used for maintenance rock, and on each project, and pro rate the $3,000 according to the amount used, either cubic yards or money.

It is also noted in the estimate for Project 120 that the reduction has been added instead of subtracted. As we are unable to forward the estimates as at present figured, they are being returned for correction.

Five copies only of estimate for 108-C were received. When this estimate is returned please enclose six copies.

Very truly yours,

C. H. PURCELL, District Engineer,

By [signature]
Acting.

Enclosures

STATEMENT OF BASIS OF FIGURING CONTRACT REDUCTIONS

ON PROJECTS 108-C, 120 and 126

Project	Length	Total Contract Amount	Maintenance Materials	Net Contract Amount	Total Contract Reduction	Reduction for Maint. Materials	Net Reduction
108-C	4.162	$ 30,329.41	$ *1,691.41	$**28,638.00	$ **451.44	$ *26.29	$ 425.15
120	13.356	97,331.30	5,427.80	91,903.50	1,447.83	14.37	1,364.36
126-N	4.628	33,589.29	1,880.79	31,708.50	499.83	29.34	470.89
126-S	6.100	44,750.00	2,600.00	42,150.00	600.00	34.86	565.14
Totals	28,246	$206,000.00	$11,600.00	$194,400.00	$ 3,000.00	$ 174.76	$2,825.24

Note that specifications provide that 20% of total reduction shall be made from south unit of surfacing. Therefore the south unit of project 126 is figured separately.

* Maintenance materials figured on per mile basis.

** Figured on basis of agreement estimate quantities.

Oregon State Highway Department — Project No. 125

DESCHUTES COUNTY LINE-CRESCENT SECTION OF THE DALLES-CALIFORNIA HIGHWAY

IN KLAMATH COUNTY

(Estimate as basis for Modified Agreement. Revised to include Surfacing.)

Salem, Oregon, January 14, 1936.

Grading:

74,000	cu.yds	Common Excavation	$ .22	$ 16,280.00
900	cu.yds	Solid Rock Excavation	1.25	1,000.00
18,000	yd.sta	Overhaul	.05	900.00
20	cu.yds	Class "F" Concrete	35.00	700.00
20	cu.yds	Class "C" Concrete	35.00	700.00
22	M-FBM	Lumber and Timber	70.00	1,540.00
270	lin.ft.	12" Concrete Pipe	1.50	405.00
170	lin.ft.	18" Concrete Pipe	3.25	552.50
70	lin.ft.	24" Concrete Pipe	4.75	332.50
		Sub-total for Grading		$ 22,470.00

Surfacing:

14,185	cu.yds	Base Course Surfacing	3.10	43,973.50
14,185	cu.yds	Top Course Surfacing	3.20	45,392.00
2,469	cu.yds	Filler	.80	2,536.00
		Proportional Reduction on Surfacing		Cr 1,354.36
		Sub-total		$ 113,009.14
		10% Engr. & Cont.		11,300.91
				$ 124,310.05

Length of Project 13.356 miles

Cost per mile $ 9,307.43

State Funds Available - $49,724.02

Federal Aid Requested - $74,586.03 (60%)

$124,310.05

January 12, 1926

PR 120

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing five copies of estimate as basis for modified agreement on the Deschutes County Line-Crescent Section of The Dalles-California Highway in Klamath County, Oregon Project No. 120.

As we do not receive from your office an approved copy of the estimate on which modified agreements are based, we are enclosing herewith five copies instead of the customary six.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Mail by J. W. DeBonna/AP

Encls.

DESCHUTES COUNTY LINE-CRESCENT SECTION OF THE DALLES-CALIFORNIA HIGHWAY

IN KLAMATH COUNTY

(Estimate as basis for Modified Agreement. Revised to include surfacing.)

Salem, Oregon, January 11, 1926.

Grading:

74,000 cu.yds	Common Excavation	$ .22	$ 16,280.00
800 cu.yds	Solid Rock Excavation	1.25	1,000.00
16,000 yd.sta	Overhaul	.06	960.00
20 cu.yds	Class "F" Concrete	35.00	700.00
20 cu.yds	Class "C" Concrete	35.00	700.00
22 M.FBM	Lumber and Timber	70.00	1,540.00
270 lin.ft.	12" Concrete Pipe	1.50	405.00
170 lin.ft.	18" Concrete Pipe	2.25	382.50
70 lin.ft.	24" Concrete Pipe	4.75	332.50
	Sub-total for Grading		$ 22,479.50

Surfacing:

14,133 cu.yds	Base Course Surfacing	3.10	$ 43,873.30
14,133 cu.yds	Top Course Surfacing	3.20	45,225.60
8,400 cu.yds	Filler	.20	2,520.00
	Proportional Reduction on Surfacing		Cr 1,564.36
	Sub-total		$ 115,737.84
	10% Engr. & Cont.		11,573.78
			$ 127,311.64

Recommended for approval 1-24-26

Length of Project 13.366 miles

Cost per mile $ 9,532.16

State Funds Available - $ 50,924.66

Federal Aid Requested - 76,386.98 (60%)

$ 127,311.64

January 2, 1926.

Lac 18-5 For letter to C.H. Purcell on this subject.

Shevlin-Hixon Company,
Bend, Oregon.

Attention Mr. H. W. Boles

Gentlemen:

In compliance with the request in your letter of December 28, we are today mailing to you blue print copies of our 400 foot scale maps showing the location of The Dalles-California Highway between Lava Butte and Crescent. We are also writing to the U. S. Bureau of Public Roads in Portland, requesting it to supply you with blue prints showing the location between Crescent and Fort Klamath.

In case you do not receive the maps from the Bureau within a reasonable length of time, please let us know.

You will note that on our maps, the names are shown of the owners of property bordering on the highway. As the names of these owners were obtained several years ago you will probably find that some of the property owned by your company is shown on the map under some other name.

If additional copies of the map are desired, or if we can be of any further assistance, please call upon us.

Deeds for the rights of way should be drawn in favor of the county in which they are located.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

CC Mr. C. W. Vanzor
Division Engineer,
The Dalles, Oregon.

SHEVLIN
LOG MARK REGISTERED

The Shevlin-Hixon Company

Manufacturers of

Ponderosa Pine Lumber & Products

Bend, Oregon.

December 29, 1925

State Highway Commission,
Salem, Oregon.

Gentlemen: Attention-Chief Engineer:

Our Minneapolis Office has requested that we advise them as to the location of the Dalles-California Highway, where it crosses our lands in Deschutes and Klamath Counties so that they may furnish deeds to the State for the right-of-way.

We believe that you ought to furnish us with the location beginning with Lava Butte and from there South. We have, of course, more or less information of our own in regard to part of the Highway, but if you will give us a map or descriptions you will, no doubt, within a short time receive the deeds for the right-of-way.

Yours truly,

THE SHEVLIN-HIXON COMPANY.

N W Boles.

NWB-CC

Dogging Department.

REFERRED TO
S.H.P.
By State Highway Engineer

December 9, 1925. FH 120

Bureau of Public Roads,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate and unit price analysis, and four copies of special provisions covering the surfacing of the Deschutes County Line-Crescent Section, Federal Aid Project No. 120.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Dunbar
Office Engineer.

Dict by J. W. Dawson/AP

Encl.

Oregon State Highway Department — Project No. 120

DESCHUTES COUNTY LINE-CRESCENT SECTION OF THE DALLES-CALIFORNIA HIGHWAY

IN KLAMATH COUNTY

(Estimate with Special Provisions. Not as basis for Project Agreement.)

Salem, Oregon, December 8, 1925

14,135 cu.yds	Base Course Surfacing	3.65	$ 51,775.25
14,135 cu.yds	Top Course Surfacing	3.85	54,412.25
8,400 cu.yds	Filler	.25	2,115.00
	SubTotal		$108,302.50
	10% Engr. & Cont.		10,950.25
	Total		$119,252.75

Length of Project 13.558

Cost per mile $ 8,836.16

State Funds Available $ 47,741.13

Federal Aid Requested 71,511.65 (60% - 1927 Funds)

$119,252.78

UNIT PRICE ANALYSIS

Equipment	.12
Quarrying	.80
Crushing	.55
Hauling (7.0 Mi. @ 22¢)	1.54
Placing & Finishing	.25
	$ 3.26
15% Profit	.49
Est. Bid Price	$ 3.75

OREGON STATE HIGHWAY COMMISSION

December 4, 1928.

PR 120 Surf

Mr. C. W. Wanser,
Division Engineer,
Marshfield, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 2nd inst., relative to contracts and job prefix for the surfacing from Lapine to Corral Springs.

The prefix for this work will be is PJ; the file number for correspondence will be PR 120 Surf. The contracts for this work have not yet been sent out, and will not be released until such time as we have received from the Bureau of Public Roads, notice to the effect that the project statement covering the portion between Crescent and Corral Springs has been approved. This is merely a detail, and is being done in order to comply with the federal aid regulations.

In submitting estimates for the work, it is very important that the quantities be segregated in such manner as to set out separately the work done between the north end of the project and the Klamath County line, between the Klamath County Line and the south end of the Klamath County Line-Crescent grading section at Crescent, and between the south end of the project mentioned at Crescent and Corral Springs. This is on account of the fact that three separate federal aid projects are covered by the surfacing work, and it is necessary for us to submit separate vouchers to the Federal Government on each project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

Dict by J. W. DeSousa/AP

18 Pgs.
PR #120

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon
December 2, 1925

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

ATTENTION.....

RECEIVED
DEC 3 1925

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention of Mr. S. H. Probert

Dear Sir:

I wish to advise that I have not yet received a copy of the Crescent-Coral Springs surfacing contract. Also wish the Job Prefix for distribution of Costs.

Yours very truly,

C. W. Wanzer
Division Engineer

By H N Hackett.
Office Engineer

HNH-vc

ans

OREGON STATE HIGHWAY COMMISSION

December 1, 1928.

FR 150

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Reference is made to the federal aid on the surfacing of the Lapine-Crescent and Crescent-Cargill Springs Sections, Federal AiA Projects Nos. 120 and 126.

It is our understanding that this matter was to be taken up by Mr. Purcell during his trip to Washington, and we would be pleased to know whether there have been any further developments.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP

FORM 8A 27548 10M 9-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OCT 22 1925
DIVISION

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon
October 21, 1925

IN YOUR REPLY PLEASE
REFER TO FILE NO.

ATTENTION:

BR120

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention S. H. Probert

Dear Sir:

Enclosed herewith for your consideration Division Engineer's estimate of cost for surfacing the La Pine Corral Springs Section of The Dalles-California Highway, the same having been prepared from the quantities as outlined in the proposal.

Yours very truly,

C. W. Wanzer
Division Engineer

By H. N. Hackett.
Office Engineer

HNH-vc

October 21, 1926

DIVISION ENGINEER'S

ESTIMATE OF COST FOR SURFACING

LA PINE CORRAL SPRINGS SECTION - DALLES-CALIFORNIA HIGHWAY

IN DESCHUTES & KLAMATH COUNTIES

Quantities as called for in proposal

28.17 Miles (Station 695+00 at LaPine to Station 324+00 (Equation 1620+00 = 0+00) at Crescent and 347+00 (Back) Equals 104+00)

Proposed Quarry Site North Unit, Station 1546+00
Proposed Quarry Site South Unit, Station 324+00 (1 Mile off road, 1 mile deal haul)

Detail Analysis of Cost

North Unit			South Unit		
Set Up & Tear Down	$0.125	$0.125		$0.20	$0.20
Quarrying	.80	.80		.65	.65
Crushing	.55	.55		.50	.50
Hauling (318349YM@22¢)	1.54	.15 Stock Pile (5700YM		.99	.15 S Pile
Processing	.25	@.22¢)		.25	
	$3.26	$1.63		$2.59	$1.50
Plus % 15%	.49	.24		.39	.22
	$3.75	$1.87		$2.98	$1.72

Estimate of Cost

North Unit

23,500	Cubic	Yards	Base Surfacing	@ 3.65	$85,775.00	
23,500	"	"	Top "	3.85	90,475.00	
4,500	"	"	Maint Materials	1.87	8,415.00	
14,000	"	"	Filler	.25	3,500.00	$188,165.00

South Unit

6,500	Cubic	Yards	Base Surfacing	@ 2.88	$18,720.00	
6,500	"	"	Top "	3.08	20,020.00	
1,300	"	"	Maint Materials	1.72	2,236.00	
4,000	"	"	Filler	.25	1,000.00	41,976.00
			GRAND TOTAL, Both Units			$230,141.00

October 13, 1925.

Laipine - Canal Apron PR 120

R.A.K

Hon. Robert W. Sawyer,
County Judge,
Bend, Oregon.

Dear Sir:

Receipt is acknowledged of yours of October 7, 1925, relative to advertising the surfacing on the last twenty-eight miles between Lapine and a point south of Crescent.

By way of explanation, would say that we were only able to put this project ahead of our previous schedule by relinquishing the federal aid on surfacing between Crescent and a point ten miles south. On investigation of the rock situation, we found the best source of supply at a point one and one-half miles north of Crescent, so that the most economical arrangement in order to secure minimum haul of materials was to let the Crescent-Lapine Section along with the section south of Crescent, rather than divide it into two contracts.

Since the Forest Service could not cooperate with us on a state contract, we decided to forego the forest money on this project with the idea of taking it up on some other project, having in mind also that in this manner we could advance the completion date. Letting it all in one contract also has the advantage of a larger quantity of material, which should result in lower unit bids. The completion date set for the project is November 30, 1926.

I think the whole arrangement will work out very satisfactorily.

Very truly yours,

State Highway Engineer.

RAK:HI

DESCHUTES COUNTY

J.H. HANER, COUNTY CLERK
BEND, OREGON

October 7, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Klein:-

I duly received your telegram advising that bids would be called on October 27th for the last twenty eight miles of surfacing between La Pine and a point south of Crescent. I want to thank you for sending me this telegram.

Yesterday I was told by Max Cuney, superintendent for John Hampshire, who has the grading job south of Crescent, that the job would be finished within the next six weeks.

I am particularly gratified at the speed with which things are going forward on this job, after we had been advised by Mr. Purcell last summer that it would not be possible to put it through before next year.

Sincerely yours,

Robert W. Sawyer

Robert W. Sawyer, County Judge.

RWS/OJ

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No.

POST OFFICE BUILDING,
PORTLAND, OREG.

October 1, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #120, Deschutes County Line-Crescent section of The Dalles-California Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

cc

Form P. R. 2

State Oregon

Project No. 120

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of August, 1925

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 11th day of February, 19 25, a project statement, which was approved by the Secretary on the 29th day of April, 19 25, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 22nd day of June, 19 25, and approved by the Secretary on the 29th day of Aug, 19 25; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of fourteen thousand, eight hundred thirty and 20/100

dollars ($ 14,830.20) as the share of the United States payable under said act on account of said project, which does not exceed 42.85 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State from sale of bonds authorized by Legislature under Chapter 178, Laws of 1917, and Chapter 51, Laws of 1929

(Include amount, date, and citation of act of legislature by which authorized)

*(*b*) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department)

*(*c*) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(*d*) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 914+77 at the south end of Oregon Federal Aid Project No. 108, Section B, at the Deschutes–Klamath Counties line, and survey station 1620+20 at the north end of the Crescent Section, The Dalles–California Highway Forest Highway project in the town of Crescent,

..... terminal points, a distance of 13.24 miles, known locally as The Dalles–California Highway between Bend and Port Klamath, Klamath County.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of fourteen thousand, eight hundred thirty and 20/100

dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of twenty-four thousand, seven hundred seventeen and 00/100

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county) (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** of **Oregon**
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $**18,675.00** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917.**

Chapter 237, Laws of 1917.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorising funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorising funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

*(Strike out if not appropriate)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 29th day of August, 1925.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By .....
Chairman, State Highway Commission
(Title of officer)

By H Baldock
Member, State Highway Commission
(Title of officer)

[SEAL]

By W H Malone
Member, State Highway Commission
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL]

R. H. Dunlap
ACTING Secretary of Agriculture.

STRICKEN OUT

EXECUTE AGREEMENT TO SEE HIGHWAY DEPARTMENT FOR AUTHORITY

PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 914+77 at the south end of Oregon Federal Aid Project No. 188, Section B, at the Deschutes-Klamath Counties line, and survey station 1420+20 at the north end of the Crescent Section, The Dalles-California Highway Forest Highway Project in the town of Crescent,

locally known as The Dalles-California Highway between Bend and Fort Klamath, Klamath County, and designated in the records of this Department as Project No. 120, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 24,717.00 as the total estimated cost of said project, and the sum of $ 14,830.20 as the share of the United States, payable under said acts on account of such project, which does not exceed 60.25 per cent of said total estimated cost.

Done at the city of Washington, this 27th day of August one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

R. H. Dunlap

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4220

(KK)

005 005-120

August 7, 1925.

Newport Construction Co.,
317 Exchange Building,
Portland, Oregon.

Gentlemen:

Attached please find a fully executed copy of contract No. 821 awarded you by the Highway Commission for the construction of 13.35 miles of grading on the Deschutes County Line-Crescent Section of the Dalles-California Highway in Klamath County.

This copy is for your records and files.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Mielayer,
Chief Clerk.

LH
Encl.

PG-120

The Dalles, Oregon
July 20 1925

NOTED
State Highway Engineer

Mr. J. R. Mitchell
Resident Engineer
Bend, Oregon

Dear Sir:

Referring to your letter of July 15th, in regard to the timber structures at Stations 991+50, 1035+00 and 1060+00 on the Grading Contract on The Dalles-California Highway south of the Deschutes County Line.

If you are satisfied that you can make the saving, outlined in your letter, of practically $150.00 or more for culverts by substituting a double line of 24" concrete pipe in lieu of the bridges, you are authorized to make this change.

If you are satisfied or can get a letter from the owners of the ditches that this double line pipe will carry all the water, it is very desirous that we make this change, providing it will answer the purpose as every dollar that we can save without sacrificing results is desired.

Yours very truly,

C. W. Wenzer
Division Engineer

CWW-vc

cc R. A. Klein

NOTED
State Highway Engineer

PR 120

The Dalles, Oregon
July 20 1925

Judge R. H. Bunnell
Judge Klamath County
Klamath Falls, Oregon

Dear Judge:

There seems to be a strong sentiment among the citizens of Crescent that we revise our line in said town so as to run down their main street.

I informed certain parties while their on my last visit a few days ago, that if they would take this matter up with you in regard to procurring the necessary right-of-way, that it would be satisfactory to this department to make the change as desired as it would not hurt our alignment or grade, but that the matter of procurring the necessary right-of-way was entirely in your hands. Since my visit last week, I understand that this matter has been taken up with you.

Kindly advise your intentions in the matter as the contractors who have the clearing of the right-of-way will be effected and I understand they are very close to this proposed revision.

Yours very truly,

O. W. Wunser
Division Engineer

OWW-vc

cc R. A. Klein
J. R. Mitchell

July 7, 1925.

FE 120

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement covering the Deschutes County Line-Crescent Section, Oregon Project No. 120.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Stubert
Office Engineer.

Dict by J. W. DeSouza/AP

Encl.

Oregon State Highway Department — Project No. 128

DESCHUTES COUNTY LINE-CRESCENT SECTION OF THE DALLAS-CALIFORNIA HIGHWAY

IN Klamath COUNTY

(Estimate as basis for Project Agreement. Based on Contract Prices.)

Salem, Oregon, July 2, 1925.

74,000 cu.yds	Common Excavation	.22	$ 16,280.00
800 cu.yds	Solid Rock Excavation	1.25	1,000.00
16,000 yds.sin	Overhaul	.06	960.00
20 cu.yds	Class "B" Concrete	35.00	700.00
20 cu.yds	Class "C" Concrete	35.00	700.00
22 M-FBM	Lumber and Timber	70.00	1,540.00
270 lin.ft	12" Concrete Pipe	1.50	405.00
170 lin.ft.	15" " "	3.25	552.50
73 lin.ft.	24" " "	4.75	346.75
		Sub-total	$ 22,470.00
		10% Engr. & Cont	2,247.00
		Total	$ 24,717.00

Length of Project 13.356 miles

Cost per mile $ 1,850.62

State Funds Available $ 9,886.80

Federal Aid Requested 14,830.20 60%

$ 24,717.00

June 25, 1925. M 120

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate of cost and four copies of special provisions covering the grading of the Deschutes County Line-Crescent Section, Oregon Federal Aid Project No. 120.

The federal aid plans and cross-sections for the project have been sent to you previously.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

J. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AF
Encls.

Oregon State Highway Department — Project No. 120

DESCHUTES COUNTY LINE-CRESCENT SECTION OF THE DALLES-CALIFORNIA HIGHWAY

IN KLAMATH COUNTY

(Estimate with plans. Not as basis for Project Agreement.)

Salem, Oregon, June 22, 1925.

74,000	cu.yds	Common Excavation	$ .20	$ 14,800.00
800	cu.yds	Solid Rock Excavation	1.50	1,200.00
16,000	stn.yds	Overhaul	.05	800.00
20	cu.yds	Class "A" Concrete	35.00	700.00
20	cu.yds	Class "C" Concrete	35.00	700.00
22	M-FBM	Lumber & Timber	75.00	1,650.00
270	lin.fts.	12" Culvert Pipe	1.80	486.00
190	lin.fts.	18" Culvert Pipe	3.25	552.50
70	lin.fts.	24" Culvert Pipe	4.75	332.50
				$ 21,140.00
		10% Engr. & Cont.		2,114.00
		TOTAL		$ 23,254.00

Length of Project - 13,356 miles
Cost per mile $ 1,741.00

State Funds Available - $ 9,301.60
Federal Aid Requested - 13,952.40 (60%)
$ 23,254.00

FORM 8A 87248 10M 8-33

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. M. MALONE, CORVALLIS
} COMMISSIONERS

PG 120

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon
June 22 1925

IN YOUR REPLY PLEASE
REFER TO FILE NO. .....

ATTENTION: .....

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention S. H. Probert

Dear Sir:

Enclosed herewith please find Division Engineer's Estimate of Cost, for grading the Deschutes County Line-Crescent section of The Dalles California Highway in Klamath County. The same having been prepared in conformity with the quantities shown in the proposal form.

Yours very truly,

C. W. Wanzer
Division Engineer

By H. N. Lockett
Office Engineer

HNH-vc
encl.

June 22, 1925

DIVISION ENGINEER'S

Estimate of Cost for Construction

of Deschutes County Line-Crescent Section of The Dalles-California High-way in Klamath County.

The same having been prepared to conform with the quantities as called for in the proposal

74,000	Cu.Yds.	Common Excavation	@ .20	$14,800.00
800	" "	Solid Rock Excavation	1.50	1,200.00
16,000	" "	Overhaul	.05	800.00
270	Lin Ft.	12" concrete Pipe	1.50	405.00
170	" "	18" " "	3.25	552.50
70	" "	24" " "	4.75	332.50
20	Cu.Yds.	Class "B" Concrete	35.00	700.00
20	" "	" "C" "	35.00	700.00
22,000	F.B.M.	Lumber	75.00	1,650.00
			TOTAL ESTIMATED COST	$21,140.00

May 4, 1928.

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Dear Sir:

A few days ago, we had occasion to take up with the Klamath County Court the matter of right of way clearing on The Dalles-California Highway between Crescent and the Deschutes County line, on which the Klamath County Court last winter made a contract with some local people.

Our objection to their methods was that the grubbing was not completed to a sufficient width to allow the necessary width of borrow pits and also that the contractors had piled brush, stumps and other debris near the right of way line with the intention of burning later when they dried out. This would, of course, burn the standing green timber along the right of way line and make a very unsightly appearance afterward. The County Court has agreed to remedy these conditions and grub such additional width as we will require and will also arrange to have the contractors do their burning in the center of the right of way so that the standing timber will not be damaged.

This matter suggests the subject of the clearing south of Crescent and today I have received a letter from Division Engineer Kelley, reading as follows:

> "I am informed by the Klamath County Court that the right of way stakes from a point 2½ miles south of Crescent to a point 4 miles south of Crescent are very irregular and when the clearing is done to the stakes the right of way as cleared presents a very ragged appearance.
>
> "They request that centerline be rerun over this section."

Perhaps there is some good reason for the above, in that you wish to save some of the standing timber and have given them varying widths of right of way to clear, but it is respectfully suggested that now is a good opportunity to make an inspection of the project and require the Klamath County Court to complete the clearing and grubbing in a satisfactory manner so that there will be no complications when you come to let the grading contract for the Beaver Marsh-Crescent project.

Very truly yours,

cc C. C. Kelley
C. W. Wanzer

RAK:HI

State Highway Engineer.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

April 27, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

On April 20, 1925, the Secretary of Agriculture approved Oregon project statement No. 120, Deschutes County Line-Crescent section of The Dalles-California Highway.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

PR # 120
Crescent - Des Co. Line

Mr. C.C. Kelley,
Division Engineer,
Klamath Falls, Oregon.

April 13, 1925

Dear Sir:

Mr. Wanser advises that in clearing the section of The Dalles-California Highway between Crescent and the Deschutes County Line, Klamath County has cleared a strip sixty feet wide, but has grubbed only twenty feet each side of center-line. Also, that the debris, instead of having been burned, has been piled inside of the right-of-way, on the ungrubbed areas.

The present plan of grading construction calls for a side-borrow section which will occupy practically the whole of the right-of-way, and that will, of course, makes it necessary to get rid of the debris and to grub the areas that have been left ungrubbed.

Please take these matters up with the County Court and see if arrangements cannot be made whereby all of this additional work will be taken care of before the contractors who are performing the work for the County, leave the job.

Advise the County Court that we would like to have this taken care of at once so that we can include the grading work among the projects to be contracted at the May letting.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

SHP L

cc-C. W. Wanser
Division Engineer
The Dalles, Oregon.

PROJECT STATEMENT

to accompany

FEDERAL AID ROAD ACT

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

PR 120

February 10, 1926

The Secretary of Agriculture,
Washington, D.C.

Gentlemen:

Herewith we are enclosing four copies of project statement covering the Deschutes County Line-Crescent Section of The Dalles-California Highway in Klamath County.

We have assigned No. 120 to this project.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

E. M. Provart
Office Engineer

Blocks by J.W. DeFrance.

Enc.

cc

STATE Oregon

PROJECT NO. 120
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) February 11, 1925

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Deschutes Co. Line-Crescent Section, The Dalles-Calif. Hwy.

2. Between control points of official description: Bend and Fort Klamath

3. Between intermediate control points if used: Deschutes County Line and Crescent

County of Klamath

4. Length in miles (gross) 14.36 (net) 13.96

5. Preliminary estimate of cost: Total, $ 170,000.00; section of road to be first improved, $ 170,000.00, of which $ None is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: _____ (Amount.)

Sufficient to complete Section. Subject to current law.
(Source; refer to statute.)

(b) County _____ (Amount.) (Source; refer to statute.)

8—5078

7. Funds for maintenance to be provided by State (State or (and) county.), from the following sources: Resolution of August 17, 1917; Chapter 237, Laws of 1917 (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon Capitol Building, Salem, Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

8—5078

B.P.R. Co
Colo

B.P.R. Copies
Colored Yellow

PR 1.120

February 2, 1925

Mr. G.W. Wanner,
Division Engineer,
The Dalles, Oregon.

Dear Sir:

We will be ready very shortly to commence the preparation of federal aid plans for the section of The Dalles-California Highway between the Deschutes County Line and Crescent.

My recollection is that the maps and profiles for that section were sent to J. R. Mitchell last fall for inspection as to possible changes that present conditions might call for. Please have these maps and profiles revised and corrected as may be necessary, and submit them to us with estimates of quantities, special provisions, and such other information as we will need in working up the federal aid plans and the plans for the advertising of the project at such time as the Highway Commission may authorize construction.

It will be necessary that we have plotted cross-sections to submit to the federal bureau unless the country is so uniform that the quantities can be accurately determined without cross-sectioning.

Please let this have your early attention as the Bureau is complaining that we do not get our plans to them sufficiently in advance of letting contracts. They want the completed plans at least a month before the bids are opened.

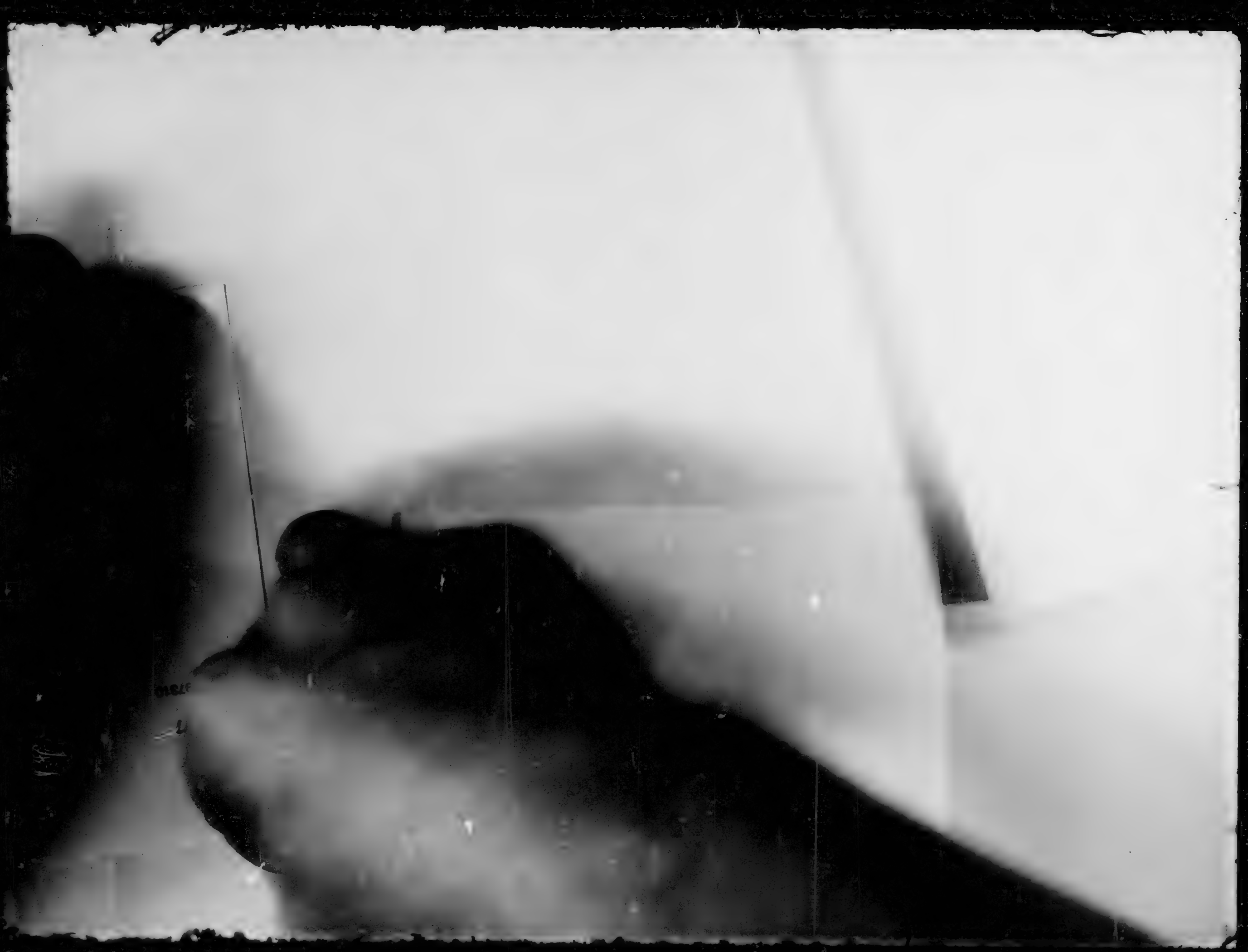
Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

3H P:L

cc



CONTRACT # 823,

SEE:

CONTRACT # 811

823 SEE: Contract 811

CONTRACT# 832

SEE:

CONTRACT# ~~783~~

30

832 SEE: Contract 783

6

CONTRACT # 833,

SEE:

CONTRACT # 816,

833 SEE: Contract 81

CONTRACT #833,
836,

CONTRACT #833,
836,

PR 119 Burnt Hill-Chetco River 1925-1927
Unit No. 1

833.936

Highway Office
Salem, Oregon

CO CO #833 or 836
Curry Co
PR# 119 -1

October 6th, 1927

Mr. Geo. T. Alexander, Atty.
1004 Board of Trade Bldg.
Portland, Oregon.

Dear Sir:

In response to your request of the 3rd inst. we hand to you herewith copies of final estimate vouchers in connection with Bowers & Bowers contract for the grading of Units 3 and 4 of the Marsh Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

You will note that estimates do not give the detailed information which no assume you desire. We suggest that you have someone call at this office and obtain the details. Our records are available for the general public at any time during working hours and we will be glad to assist any one that you may send in securing whatever information you may wish. We might state that the copying of the estimates in their entirety would be quite a task and no doubt a considerable portion of the copy would be unnecessary for your needs. It would be more simple if you would secure the details as suggested above.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

E. B. Kleinyer,
Chief Clerk.

EBK:JB

LAW OFFICES
GEO. F. ALEXANDER
1024 BOARD OF TRADE BLDG.
PORTLAND, OREGON

October 3, 1927.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you please send to me at your earliest convenience your final estimate of the work done under State Highway Contracts numbers 833 and 836, awarded to Bauers and Bauers for the construction of units one and four of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway, in Curry County?

Pegan and Gassman's claim against Bauers and Bauers for work done on this section is set for trial early next week and we are anxious to have the final account of this work at the earliest possible moment.

Thanking you in advance for this favor, I remain

Very truly yours,

GFA:AM

ANSWERED
H. B. G.

June 22,1927

Aetna Casualty & Surety Company,
Bolton, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of a notice that has been filed in the office of the Secretary of State by Hon. Collier H. Huffington, attorney, in being the claim of Herbert Groff and Robert L. Walker against Bowers & Bowers, and is for firewood furnished them in the sum of $530.00, in connection with their contract for Unit #1 of the Burnt [illegible]-Chetco River Section of the Roosevelt Coast Highway in Curry County.

This information is given you at the request of the Secretary of State as you appear as surety in the bond furnished by Bowers & Bowers in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B.Gleinyer
Chief Clerk

HBG:L
cmm.

June 22,1927

Bauer & Bauer,
Dayton,
Washington.

Gentlemen:

We hand you herewith a copy of notice of claim that has been filed in the office of the Secretary of State, it being that of Herbert Crook and Robert L. Walker, and is for firewood furnished you in the sum of $530.00, in connection with your contract for the construction of grading on the Unit #1 Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

This notice is sent you at the request of the Secretary of State. Will you please give it your attention.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L
enc.

June 22,1927

Hon. Sam A. Rosec,
Secretary of State,
Offices

Attention N. J. Haas

Dear Sir:

We acknowledge receipt of your letter of the 18th inst. in which you enclose three copies of a notice of the claim of Herbert Crook and Robert E. Walker against Bowers & Bowers, it being for firewood furnished Bowers & Bowers in connection with their contract for the construction of the grading of Unit No. 1 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Please be informed that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

A833-88E-1

SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

June 18, 1927

RECEIVED
JUN 22 1927
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H.B.Glaisyer,Chief Clerk)

This is to advise that we received from Hon. Collier H. Buffington, attorney, Gold Beach, Oregon, and filed on June 1, 1927, a notice of claim by Herbert Crook and Robert F. Walker for firewood furnished in the sum of $530.00 against the bond taken from Bauers & Bauers, principals, and the Aetna Casualty & Surety Company, surety, for the work of grading the North Unit of the Burn Hill - Chetco River Section of the Roosevelt Coast Highway.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By M. J. Haas

Encls.
NH.CS

COPY

Notice is hereby given that the undersigned, Herbert Crook and Robert L. Walker, have a claim for money due for firewood furnished by them for fuel for a steam shovel operated in excavating and grading in the construction of Units No. 1 of the Burnt Hill - Chetco River Section of the Roosevelt Coast Highway in Curry County, Oregon, in the sum of Five Hundred and Thirty Dollars against the bond taken from Carl Bowers and George F. Price, co-partners under the firm name of Bowers & Bowers, as principals, and Aetna Casualty & Surety Company, as surety, for the work of grading the said North Unit of the Burnt Hill - Chetco River Section of the Roosevelt Coast Highway under contract of the said Bowers & Bowers with the State Highway Commission of Oregon, dated August 8, 1925.

Dated May 31, 1927.

HERBERT CROOK

ROBERT L. WALKER

By COLLIER M. MURPHY

Their Attorney

COPY

NOTICE is hereby given that the undersigned, Herbert Green and Robert L. Walker, have a claim for money due for firewood furnished by them for fuel for a steam shovel operated in excavating and grading in the construction of Unit No. 1 of the Pearsall - Chetco River Section of the Roosevelt Coast Highway in Curry County, Oregon, in the sum of Five Hundred and Thirty Dollars [illegible] from [illegible]

ENDORSED:
File No. 623.
Filed June 1, 1927. SAM A. KOZER, Secretary of State.

[illegible]

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By K. B. Claiger
Chief Clerk

KBC:L

PR110#1

May 26,1927

Mr. Collier H. Buffington,
Gold Beach,
Oregon.

Dear Sir:

Replying to your request of the 24th inst. for a copy of the contract of Bauers & Bauers with Cheatham & Sons as subcontractors under Bauer & Bauer's contract for the grading of unit No. 1 of the Burnt Hill-Chetco River Section:

I regret to advise that we are unable to furnish you with this copy for the reason that we did not demand a copy of this agreement from the contractor.

The clause in our specifications relating to sub-contracts says that: "Upon request certain copies of any or all sub-contracts shall be furnished to the engineer". The copy was not requested in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Claisyer
Chief Clerk

HBC:L

LAW OFFICES OF
COLLIER H. BUFFINGTON
GOLD BEACH, OREGON

May 24, 1927.

State Highway Commission,
Salem,
Oregon.

Gentlemen:

I want to get a copy of the contract of Bauers & Bauers with Cheatham & Sons as sub-contractors for work to be done by the latter on unit No. 1 of the Burnt Hill - Chetco River section of the Roosevelt Cpast Highway in this county. My understanding is that agreements between the general contractors and their sub-contractors must be approved by you and that a copy is filed with you. If this is true you no doubt have in your files a copy of this contract.

I expect to commence action against Cheatham & Sons, Bauers & Bauers and the surety company to collect for materials furnished to the sub-contractor and I need this contract for the purpose of establishing the relationship between the sub-contractor and the general contractor.

Yours very truly,

Collier H. Buffington

May 24, 1927.

The Aetna Casualty & Surety Company,
Yeon Building,
Portland, Oregon.

Attention Mr. Geo. A. Werner, Adjuster.

Gentlemen:

In response to your inquiry of yesterday we wish to advise that the Bowers & Bowers contract No. 353 for the construction of Unit 1 - Burnt Hill-Chetco River Section in Curry County was completed on November 15th, 1926. Final payment on this contract was made on April 22nd, 1927. The total amount paid the contractors on this contract was $250,320.45 of which amount $6,530.82 was for force account work.

The above information was forwarded to your office in our letter to you of April 11th, 1927.

Very truly yours,

WM A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#833-
8 C.E-1
PR 119 #1

May 21, 1927

The Aetna Casualty & Surety Co.
Bates, Lively & Pearson, Agents
Yeon Building,
Portland, Oregon.

Gentlemen:

This is to inform you that we have today received from Collier H. Buffington, Attorney of Gold Beach, Oregon, an affidavit setting forth the claim of Robert E. Walker and Herbert Crook against Sauers & Bauers being for fuel wood furnished them in connection with their contract for the grading of Unit #1, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway. This claim is in the sum of $500.00.

This information is given you as you appear as surety on the bond furnished by Sauers & Bauers in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. H. Glaisyer,
Chief Clerk.

HHG:JS

May 21, 1927

Bowers & Bowers,
Dayton, Washington.

Gentlemen:

This is to inform you that we have today received from Collier E. Buffington, Attorney of Gold Beach, Oregon, an affidavit setting forth the claim of Robert L. Walker and Herbert Crook against you being for fuel wood supplied you in connection with your contract for the grading of Unit #1, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway. This claim is in the sum of $500.00.

Your early attention to this matter will be appreciated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Claiborne,
Chief Clerk.

HBC:M

May 21, 1927

Mr. Collier E. Buffington, Atty.
Gold Beach, Oregon.

Dear Sirs

In response to your request of the 20th inst. we are mailing to you herewith certified copy of the contract and contract bond executed to Bauers & Bauers for grading of Unit #1, Sand Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. H. Glaisyer,
Chief Clerk.

HHG:JB
Enc.

RECEIVED
MAY 24 1927

LAW OFFICES OF
COLLIER H. BUFFINGTON
GOLD BEACH, OREGON

May 20, 1927.

State Highway Commission,
Salem,
Oregon.

Gentlemen:

Enclosed herewith is affidavit relative to the claim of Robert Z. Walker and Herbert Crook against Bauers & Bauers.

Please mail me a certified copy of the contract and bond of Bauers and Bauers for the construction of the North unit of the Pistol River - Brookings section of the Roosevelt Coast Military Highway in this county.

Yours very truly,

Collier H. Buffington

#833
Unit 1. Pistol River-Chetco River

RECEIVED
MAY 21 1927
OREGON
STATE HIGHWAY COMMISSION

State of Oregon)
) SS
County of Curry)

I, Collier H. Buffington, being first duly sworn, on oath depose and say:

That I am attorney for Robert Z. Walker and Herbert Crook for the collection of an account against Bauers & Bauers, and Aetna Surety and Casualty Company as hereinafter stated;

That the said Bauers & Bauers and Aetna Surety and Casualty Company are indebted to the said Robert Z. Walker and Herbert Crook in the amount of about Five Hundred Dollars for fuel wood supplied by them to the said Bauers & Bauers for fuel for a steam shovel used in the construction of the North unit of the Pistol River - Brookings Section of the Roosevelt Coast Military Highway in Curry County, and that the said account is wholly unpaid and is now due and owing;

That I make this affidavit for the purpose of procuring a certified copy of the contract and bond of the said Bauers & Bauers for the construction of the said unit of the said section of the said highway.

Collier H. Buffington

Sub scribed and sworn to before me this 20th day of May, 1927.

[illegible]

County Clerk of Curry County, Oregon.

RECEIVED
MAY 21 1927
OREGON

PR 119 #1

May 10, 1927

Mr. Collier H. Buffington,
Attorney at Law,
Gold Beach, Oregon.

Dear Sir:

Replying to your inquiry of the 7th inst. will say that Bunnes and Reeves completed their contract for the grading of Unit 2, Rogue Hill-Chetco River Section on November 15, 1926. PR 119 #1

Haggvist & Bjorkquist completed their contract for the grading of the North Unit of the Euchre Creek-Rogue River Section on October 31, 1926. PR 124-1

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glasgow,
Chief Clerk.

HBG:JS

LAW OFFICES OF
COLLIER H. BUFFINGTON
GOLD BEACH, OREGON

May 7, 1927.

RECEIVED
MAY 10 1927
OREGON
STATE HIGHWAY

State Highway Commssion,
Salem,
Oregon.

Gentlemen:

Will you kindly give me the dates of completion and final acceptance of the grading of the unit of the Roosevelt Highway immediately South of Pistol River, contracted to Bauers & Bauers, and also of the Euchre Creek - Rogue River section of the Roosevelt Highway, contracted to Hagqvist & Bjorkqvist?

I have claims against both of these contractors and do not want to lose any rights as against their bondsmen by the lapse of time.

Yours very truly,

Collier H. Buffington

#850 - Curry County - Completed Oct 31-1926
#833 - Unit #1 - Curry County - Completed Nov- 13- 1926

PR 119

March 19, 1927.

Concrete Pipe Company,
169 Thompson Street,
Portland, Oregon.

Attention Mr. Grutze

Gentlemen:

In reply to your letter of March 18, this will advise that our final estimate to Bauers & Bauers for work done on Unit No. 1 of the Burnt Hill-Chetco River Section, which final estimate is just now being vouchered for payment, makes the following allowances for concrete culvert pipe.

Size of Pipe	Lin.Ft. Installed	Lin.Ft. Left on Hand
6 inch	1,861	658
12 inch	1,677	42
18 inch	5,732	128
24 inch	1,860	99

Mr. Johnsen apparently is under the impression that the quantities listed in the last column are being paid for on a commercial voucher, but that is not the case.

In the ordinary course of events, final payment to Bauers & Bauers should reach them within the next two or three weeks.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

PHONE TRINITY 3418

CONCRETE PRODUCTS
ESTABLISHED

CONCRETE PIPE COMPANY

DRAINAGE, SEWER PIPE, IRRIGATION PIPE,
CULVERT PIPE AND GRAVITY WATER SYSTEMS
169 THOMPSON STREET

PORTLAND, OREGON
March 18,1927

Oregon State Highway Dept,
Salem,Oregon.

Gentlemen:-

We recently made a partial agreement with Bauers & Bauers for pipe furnished on Unit #1 of the Burnt Hill*Chetco River Section.At that time there was considerable pipe left along the road that was not included in the estimate.I have written to Mr.Johnson and am advised by him that this pipe was paid for by commercial voucher.Will you plaese advise me as to the amount and when it will be paid.

Yours truly

Concrete Pipe Co,

C.L.Grutze.

#833-80E-1
PR 119#1

March 4, 1927.

Messrs A Bowers,
Dayton, Washington.

Gentlemen:

Attached you will please find copy of an affidavit we have today received from Robert L. Palmer and E. W. Crook of Gold Beach, Oregon, in which it is stated that they have due them the sum of $387 from Chisthan and Sons whom it appears are subcontractors under yourself in connection with your contract for the grading of Unit #1 Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk

HBG:S
Enc.1

March 4, 1927.

Mr. Robert L. Walker,
Mr. H. W. Crook,
Gold Beach, Oregon.

Dear Sirs:-

We are in receipt of your affidavit in which you claim the sum of $327 is due you from Cheatham and Sons, subcontractors under Bowers and Bowers in connection with their contract for the grading of Unit #1 Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, it being for wood furnished them in connection with this work.

This is to inform you that one of the requirements of the State Highway Commission is that the original contractor furnish the state with a surety bond which is for the purpose of protecting labor and material claims and all just debts, dues and demands incurred against the project. Such a bond was furnished by Bowers and Bowers in connection with this contract. As we have no means of checking your claim we would suggest that you file notice of the same with the surety on this bond who is the Aetna Casualty & Surety Co., Bates, Lively and Pearson, agents, Yeon Building, Portland, Oregon. In the event that you do not secure satisfaction from either the original contractor, Bowers and Bowers, or the surety on their bond, then we would suggest that you file notice of your claim with the Secretary of State in accordance with the terms of Section 2991, Oregon Laws, mimeograph copy of which is enclosed. You will still have recourse to action in the courts, having filed notice of your claim with the Secretary of State protects you on the bond for a period in excess of one year from date of completion of the work.

In compliance with our usual practice in matters of this kind we are today advising the contractor, Bowers and Bowers, and the surety on their bond of the existence of your claim.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:B
cc. Wm. E. Chandler,
Grants Pass, Oregon.

OREGON STATE HIGHWAY COMMISSION

March 4, 1927.

The Aetna Casualty & Surety Co.
Bates, Lively and Pearson, Agents
Gold Beach, Oregon.

Gentlemen:-

Enclosed for your information you will please find a copy of an affidavit received from Robert E. Walker and M. F. Crook of Gold Beach, Oregon, in which it is stated that they have due them the sum of $527 for wood furnished Cheetham and Sons whom it appears are subcontractors under Bauers and Bauers in connection with their contract for the grading of Unit #1 Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

W. E. CHANDLER
Division Engineer

This information is given you as you appear as surety on the bond furnished by [redacted] and Bauers in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Gleiayer,
Chief Clerk.

HBG:S
Enc.1

...ER, CHAIRMAN
...W, PORTLAND
...NE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER

GRANTS PASS, OREGON

March 2nd, 1927.

Mr. J. M. Devers
Assistant Attorney General
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Herewith inclosed find instrument subscribed to by the County Clerk of Curry County, Oregon, in connection with a debt owed by Bauers & Bauers, contractors on Unit #1 of the Burnt Hill-Chetco River Section. This was handed to our Mr. B. O. Johnson at Gold Beach and sent to this office.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
Inc. 1.

#833
Ack. Curry Co. Sec 6.
Bal. due $ 1.00

RECEIVED
MAR 3 1927
OREGON
STATE HIGHWAY ...

ANSWERED

STATE OF OREGON)
; ss
COUNTY OF CURRY)

We, Robert Z. Walker and H.W.Crook, of Gold Beach, Curry County, Oregon, being first duly and severally sworn according to law, deposes and states upon oath that we enterered into a contract with Cheatham & Sons, contractors, who at the time were sub-contractors under the Bauers & Bauers, contractors of unit no. 1 of the Pistol River- Burnt Hill Branch, of the Roosevelt Coast Highway; that at the request and special instance of E.J.Cheatham, we furnished said contractors 492 tiers of 16" wood at the agreed price of $ 2.15 per tier; that at aifferant times payments were made on said contract and the ~~totall~~ amount ~~of~~ of cash paid on said contract is $ 731.00 leaving a balance unpaid in the sum of $ 327.00 of which has been refused; That said Cheatham and Sons, has since failed in their contract and the firm of Bauers & Bauers are completing the said Cheatham and Sons contract, and who have agreed to assume the unpaid balance of $ 327.00 due us on said contract, but have refused to paid said amount or any portion of same; except they have tendered the sum of $ 68.00 That said wood was used at the camps and steam shovels of said contractors; That the total amount due and claimed by us is $ 327.00

Robt Z Walker.
H W Crook

Subscribed and sworn to before me this 15th day of Sept. 1926

Fred Langhorne
County Clerk, Curry Co. Ore.

#833-88E-1
PR 110-#1

January 21, 1927

Aetna Casualt and Surety Co.
Estes, Lively and Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received a letter from Mr. S. F. Martin, Brookings, Oregon, in which he states that he has a claim against Bauers and Bauers in the sum of $68.25 being for labor performed Bauers and Bauers in connection with their contract for the grading of the Burnt Hill-Chetko River Section of the Roosevelt Coast Highway.

This information is sent you as you appear as surety on the bond furnished by Bauers and Bauers in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

JS

January 21, 1927.

Bauers & Bauers,
State Highway Contractors,
Dayton, Oregon.

Gentlemen:

This is to advise you that we have today received a letter from B. F. Martin, Brookings, Oregon, in which he informs us of his claim against you in the sum of $43.25, for labor performed for you in connection with your contract for the grading of the Burnt Hill-Chetlo River Section of the Roosevelt Coast Highway.

We request that you give this matter your early attention.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

JS

January 21, 1927

Mr. B. F. Martin,
Box 125,
Brookings, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 18th inst., in which you advise us of your claim against Bauers and Bauers in the sum of $45.25, being for labor performed these contractors in connection with their contract for the grading of Units #1 and #4 of the Burnt Hill-Chetko River Section of the Roosevelt Coast Highway.

In connection with this contract Bauers and Bauers furnished the State Highway Commission with a surety bond which is for the protection of all labor and material claims and all just debts, dues and demands. We would suggest that you file notice of your claim with the surety on this bond, which is the Aetna Casualty and Surety Company, Bates, Lively and Pearson, Agents, Yeon Building, Portland, Oregon, and also file notice with the Secretary of State in accordance with Section 8931, Oregon Laws, a mimeograph copy of which is enclosed for your information. If you do not secure satisfaction from the surety company then you still have recourse to action in the courts.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

13

PR 119 #1

Portland
Oregon,

State Highway Labor Commissioner
Dear sir

I am writing to you
in regards to Labor on
Bowvie mile which was 18 hours
work my teams and self at
One Dollar and twelve and half
cents hour also wagon hire
which was 23 days at 100
day.

$43.75

now the way they want to pay
me off with old logging chains
and saws which I had no use
of at all then they left before
I knew of it so Said my time
as I worked hard for it and

RTMENT

Y REPORT

June 10, 192 7

June 7 to June 7

Coach

elephone Address

reight Address Bend

mportant developments, instructions to contractor,

I would like to be paid

Carlson and

Carlson day men

Carlson day with

cash

(See back of this sheet for instructions and detailed information.)

Signed

Title

PR 110 #1

Form 39—2706—4M—3-26.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

if want ~~more~~ affidavit of
this & will send it to you.
Respectfully
B F Martin
Brooking, Oregon
Box 25

, 10 ....., 192 7
to Circuit
.....
.....
Brander

opments, instructions to contractor,

#833-A #1
#836-A #1
Atlas Concrete & Supply Co
Bates, Lively & Pearson, Gen Agts.
Portland, Ore.

Form 20—2305—4M—3-26.

PR 119 #1

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Job Name Grant Pass Sta 1

Highway Redwood Coast

County Curry Job Prefix PE 1

Date Jan 10, 1927

Week from Jan 2 to Jan 8

Mail Address Gold Beach

Telegraph or Telephone Address

Express and Freight Address Carter

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Two men worked all week on Tie creek profile to unit #1 Estimate must be ready for mailing on Wednesday

I spent one day with Parker and Kelley on bridge sites and one day on line with maintenance crew One day with County crew on market road

(See back of this sheet for instructions and detailed information.)

Signed L C Gilchrist

Title Resident

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

#833-RBE-1
PPR-119 #-1

October 29, 1926.

Mr. L. J. Giebner,
Gold Beach, Oregon.
c/o Mrs. Dye.

Dear Sir:

We have your letter of the 27th inst., in which you advise us of your claim against Bowers and Bowers for labor on Unit No. 1, Burnt Hill-Chetco River Section.

In connection with this contract Bowers and Bowers were required to furnish a surety bond to the State Highway Commission for protection of labor and material claims and other just debts, dues and demands. This surety bond is your protection, and if you should fail to get any satisfaction from Bowers and Bowers, we would suggest you take the matter up with the surety company who are equally responsible and liable for your claim as Bowers and Bowers.

The surety company who underwrote the bond in this instance is the Aetna Casualty Company, Bates, Lively and Pearson, local agents, address Yeon Building, Portland, Oregon. Should you fail to secure satisfaction through the surety company, then you still have recourse action in the courts and should file a notice of your claim with the Secretary of State, as provided in Section 2991 of Oregon Laws, mimeograph copy of which is enclosed.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

October 28, 1924.

Aetna Casualty Company,
Bates, Lively and Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by Bowers and Bowers in connection with their contract for the construction of Unit 1, Marsh Hill-Chetco River Section of the Roosevelt Coast Highway, we have today received a letter from Mr. L. J. Gilmore, Gold Beach, Oregon, in which he states that he has been unable to secure settlement with Bowers and Parsons for labor performed for them on subject work.

The amount of Mr. Gilmore's claim was not stated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Glaisyer,
Chief Clerk.

EBG:S

October 29, 1925.

Bauers and Bauers,
Dayton, Washington.

Gentlemen:

This letter is to advise you that we have today received a letter from Mr. L. J. Siebner, of Gold Beach, Oregon, in which he states that he has been unable to collect his pay for services rendered you in connection with culvert work on your contract, Unit 1, Burt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County. He does not give details of his employment, neither does he give the amount of his claim. However, we presume that it is your intention to take care of this matter in the near future.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. E. Glaisyer,
Chief Clerk.

HEG:S

PR 119-#1

r 15, 1926.

th inst., regarding
ntral Transfer Company
and Son, would say
show where we ever
Walstrom or the
notice of these claims
ies of his invoices.
s which had been filed
ich we presume are the
close a copy of each of
tified copies in our
the originals, we would
Secretary of State's

f your letter, will say
project totaling

s,

ngineer,

H. B. Glaisyer,
Chief Clerk.

HBG:HI

Nov 27. 1926
Gold Beach Ore

Oregon Highway Commission
Salem Ore

Gentlemen

Having performed labor on the Bauers & Baurs Contract at Unit one.
and being unable to secure a Settlement am writing to see if you could advise me in this matter.
The labor was done on the following stations.
At pipe culvert work.
183+50 - 199+10 - 218 - 62
224+25-226+50 - 232.

PR 119-A1

September 15, 1926.

Mr. J. B. Bedingfield,
Attorney at Law,
Bandon, Oregon.

Dear Sir:

In reply to your letter of the 10th inst., regarding the claims of Mr. J. A. Walstrom and the Central Transfer Company against Bauers & Bauers and E. J. Cheatham and Son, would say that investigation of our records fails to show where we ever received a sworn statement from either Mr. Walstrom or the Central Transfer Company. We did receive notice of these claims direct from Mr. Walstrom in the form of copies of his invoices. We also received a certified copy of notices which had been filed in the office of the Secretary of State which we presume are the ones that Mr. Walstrom has in mind. We enclose a copy of each of these notices which were made from the certified copies in our files. If you desire certified copies of the originals, we would suggest that you secure the same from the Secretary of State's office.

Replying to the last paragraph of your letter, will say that we have a retained percentage on this project totaling $21,690.86, as of August 20, 1926.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

J. B. BEDINGFIELD
ATTORNEY-AT-LAW
BANDON, OREGON

8 PE-1

September 10, 1926.

Mr. Roy A. Klein, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:

Referring to the contract between the Highway Commission and Bauers and Bauers, Project No.918, Contract No. 833.

Mr. J. E. Walstrom of Bandon, Oregon has requested me to represent him in the collection of a claim against Bauers and Bauers for money advanced, trucking and labor performed at the instance and request of E. J. Cheatham and Son, subcontractors under Bauers and Bauers on the above mentioned contract, a copy of which you have furnished him.

Mr. Walstrom and the Central Transfer Company, of which he is representative, holds a claim against this subcontractor and against Bauers and Bauers on account of such hauling, labor and money advanced in the sum of $1078.41.

I am advised by Mr. Walstrom that he has filed a sworn statement of his claim as required by law but he has not retained a full copy of this sworn statement and I do not have the date of its filing. I therefore request that you furnish me with a certified copy of the sworn statement and claim of J.E. Walstrom and of the Central Transfer Company against Bauers and Bauers and E. J. Cheatham and Son, as above described and referred to.

Also, kindly advise whether or not the State Highway Commission is withholding any portion of the moneys earned and payable to Bauers and Bauers under this contract.

Returned in $21.690.86 on Aug-30-1926

Very truly yours,

J B Bedingfield

JBB:H
H R G

GR 119

May 26, 1926.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. H. J. Enz, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 22nd inst. enclosing three certified copies of notice of the claim of J. E. Walstrom against E. J. Cheatham & Sons, subcontractors under Bemers & Bemers for the construction of Unit 1, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, which claim is in amount $29.41.

We are today forwarding copies of this notice to the contractor and his surety on the bond.

Very truly yours.

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

#633-802.1
09119

May 25, 1926.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. E. J. Haas, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 22nd inst. enclosing three certified copies of notice of the claim of J. E. Walstrom and Sons, subcontractors under Sauers & Sauers for the construction of Unit 1, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, which claim is in amount $29.41.

We are today forwarding copies of this notice to the contractor and his surety on the bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LH

...KOZER
SECRETARY OF STATE

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

May 22, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received and filed as of this date, a notice of claim by J. E. Walstrom for cash advanced on freight in the sum of $29.41 against the bond taken from Bauers & Bauers, and the Aetna Casualty & Surety Company, sureties, for the work of State Highway constructio, subcontracted to E. J. Cheatham & Sons.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By N. J. Isaacs

Contract #833
Cathcart
Bond & Surety Checks

L

United States of America

STATE OF OREGON

J. E. WALSTROM

GENERAL WAREHOUSE and STORAGE
Agent S.S. Elizabeth and Brooklyn
CENTRAL WAREHOUSE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed BANDON, OREGON ce of claim by J. E. Walstrom for cash advanced on freight in the May, 22, 1926. against the bond taken from Bowers & Bowers, Aetna Casualty & Surety Company, sureties, on the work of State Highway construction, subcontracted to E. J. Cheatham & Sons, to the original thereof on file in the office of the Secretary of State at Salem, Oregon, and that the same is a full, true and correct transcript therefrom and of the whole thereof, as fixed by law.

Sam A. Kozer,

Secretary of State,

Salem, Oregon.

Notice is hereby given that the undersigned, J. E. Walstrom, has a claim for cash advanced on freight, in the sum of twenty nine dollars and forty one cents, ($29.41) against the bond taken from Bowers & Bowers, Aetna Casualty & Surety Company, sureties, for the work of State Highway construction, subcontracted to E. J. Cheatham & Sons.

J. E. WALSTROM

File No. 516
Filed May 22, 1926, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by J. E. Walstrom for cash advanced on freight in the sum of $29.41 against the bond taken from Bauers & Bauers, Aetna Casualty & Surety Company, sureties, for the work of state highway construction, subcontracted to E. J. Cheatham & Sons, with the original notice of claim filed in the office of the Secretary of State on May 22, 1926, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 22nd day of May A. D. 1926

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by J. E. Walstrom for cash advanced on freight in the sum of $29.41 against the bond taken from Bauers & Bauers, Aetna Casualty & Surety Company, sureties, for the work of state highway construction, subcontracted to E. J. Cheatham & Sons, with the original notice of claim filed in the office of the Secretary of State on May 22, 1926, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 22nd day of May, A. D. 1926.

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by J. E. Walstrom for cash advanced on freight in the sum of $29.41 against the bond taken from Bauers & Bauers, Aetna Casualty & Surety Company, sureties, for the work of state highway construction, subcontracted to E. J. Cheatham & Sons, with the original notice of claim filed in the office of the Secretary of State on May 22, 1926, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 22nd day of May, A. D. 1926.

Sam A. Kozer

Secretary of State

By _____

Deputy

#833-8084
117

May 25, 1926.

Mr. Sam A. Kozer,
Secretary of State,
B u i ld i n g.

Attention Mr. H. J. Sass, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 22nd inst. enclosing three certified copies of notice of claim of the Central Transfer Company against Bauers & Bauers, it being for services rendered to E. J. Cheatham and Sons, sub-contractors under Bauers " Bauers in the sum of $1049.00, in connection with Bauers & Bauers contract for the construction of Unit 1, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

We are today forwarding copies of this notice to the contractor and surety on the bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Statement on Cont. #833. X

Stat on Cont. #836

C. N. LAUGHRIGE
DEPUTY SECRETARY

May 22, 1926.

yer, Chief Clerk)

eived and filed
ntral Transfer
against the bond
sualty & Surety
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and one to the

copies and oblige.

ly,

VISION,

M. J. Haas

L

KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

May 22, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received and filed as of this date, a notice of claim by the Central Transfer Company, for hauling in the sum of $1049.00 against the bond taken from Bauers & Bauers, and the Aetna Casualty & Surety Company, sureties, for the work of State Highway Construction, subcontracted to E. J. Cheatham & Sons.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

Contract #833
Cert'd Copy Hist Clerk
Aetna

United States of America

STATE OF OREGON

CENTRAL TRANSFER CO.

LIGHT AND HEAVY HAULING
PROMPT SERVICE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of the Central Transfer Co. for hauling in the sum of $1049.00 against the bond taken from Bowers & Bowers, Aetna Casualty & Surety Company, sureties, on the contract of state highway construction, with the original notice of claim filed in my office on the 22nd day of May, 1926, and that the same is a full, true and correct copy thereof.

BANDON, OREGON

May, 20, 1926.

Sam A. Kozer,

Secretary of State,

Salem, Oregon.

Notice is hereby given that the undersigned, Central Transfer Co., has a claim for hauling equipment from Coquille to Pistol River in Curry County, in the sum of one thousand forty nine dollars ($1049.00) against the bond taken from Bowers & Bowers, Aetna Casualty & Surety Company, sureties, for the work of State Highway construction, subcontracted to E. J. Cheatham & Sons.

CENTRAL TRANSFER CO.

By J. E. Walstrom
Manager

File No. 517
Filed May 22, 1926, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of the Central Transfer Co. for hauling in the sum of $1049.00 against the bond taken from Bauers & Bauers, Aetna Casualty & Surety Company, sureties, for the work of state highway construction, subcontracted to E. J. Cheatham & Sons, with the original notice of claim filed in the office of the Secretary of State on May 22, 1926, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 22nd day of May, A. D. 1926.

Sam A. Kozer

Secretary of State.

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of the Central Transfer Co. for hauling in the sum of $1049.00 against the bond taken from Bauers & Bauers, Aetna Casualty & Surety Company, sureties, for the work of state highway construction, subcontracted to E. J. Cheatham & Sons, with the original notice of claim filed in the office of the Secretary of State on May 22, 1926, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 22nd day of May, A. D. 1926.

Sam A. Kozer

Secretary of State

By _____

Deputy

OQ 119

May 28, 1926.

Aetna Casualty & Surety Company,
c/o Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of notice of the claim of J. E. Walstrom against E. J. Cheatham and Sons, sub-contractors under Bauers & Bauers in connection with their contract for the grading of Unit 1, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County. This claim is in amount $29.41.

This notice is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by Bauers & Bauers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

CC CC 99 119

May 25, 1926.

Sauers & Sauers,
Dayton, Washington.

Gentlemen:

Herewith please find certified copy of notice of the claim of J. E. Walstrom in the sum of $29.41 against E. J. Cheatham and Sons, subcontractors under yourselves in connection with the construction of Unit 1, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

This notice is sent you at the request of the Secretary of State as you appear as surety on the bond furnished in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

#833-S.E-1
pg 119

May 17th, 1926.

Central Transfer Company,
Bandon, Oregon.

- Attention Mr. J. E. Walstrom -

Dear Sir:

We have your letter of the 14th instant, advising us of your claims in amounts of $1069.98 and $30.00, against E. J. Cheatham & Sons, whom you state were subcontractors under Bauers & Bauers, in connection with their contract for the grading of a portion of the Roosevelt Coast Highway in Curry County.

In reply will say that we would suggest that you take the matter of your claims up with the surety on the bond furnished by Bauers & Bauers. In case you cannot secure satisfaction from Bauers & Bauers themselves, then we would suggest that you file notice of your claim with the surety on the bond which was furnished by them in connection with this work. The surety in this instance is the Aetna Casualty & Surety Company, for whom Bates, Lively & Pearson are the local agents. Their office is in the Yeon Building, Portland, Oregon. We would also suggest that you file notice of your claim with the Secretary of State of the State of Oregon, in conformance with Section 2991 of the Oregon Laws.

In conformance with our usual custom in matters of this kind, we are today calling the attention of the surety company to the existence of your claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

CENTRAL TRANSFER CO.

LIGHT AND HEAVY HAULING

PROMPT SERVICE

RECEIVED
MAY 15 1926
HIGHWAY C

811 Autos
811 - Auto

BANDON, OREGON

May,14,1926.

Oregon State Highway Commission

Salem, Oregon.

Mr.Roy A.Klein

Dear Sir:-

We do not like to bother you with this matter,but do not see how we can do otherwise.

Last November we hauled a lot of road equipment from Coquille to Pistol River in Curry County, for E.J.Cheatham & Sons. We are enclosing copies of the last statements we rendered them. We gave them an itemized statement when the hauling was finished. We have their letter written Jan.14th.in which they promised to pay this. But this letter was the last we have heard from them. We understand they are sub contractors from Bauers & Bauers.

We engaged A.H.Boice of Langlois to haul one load of this equipment,and his bill was sent to Cheatham & Sons seperate from ours. His amounted to about $160.00. He received a check to cover,from Bauers & Bauers about two months ago.

I called Mr.Bauers by phone last week but I could not get any satisfaction from him, only that Cheatham & Sons had left the state. I understand this equipment is on the job and working.

I think your Mr.Chandler understands the conditions. Can you help us in any way to get this. This was a hard job and we feel we earned the money,and do not feel like spending more to collect it.

Thanking you in advance for any help you can give us in this matter.

Yours truly,

Central Transfer Co.

By J. E. Robertson
Owner & Manager.

ALLOWED
[illegible]

E. J. Cheatham & Sons

Gold Beach, Ore.

TO CENTRAL TRANSFER CO. DR.

J. E. WALSTROM, Owner-Manager

INSURED CARRIER

Bills due and payable first of each month.

Phones 142 and 401

Balance as per bills rendered	1049.00
Intrest @ 8%, 3 months	20.98
	$1069.98

(COPY)

RECEIVED
SEP 9 1925
MARSHFIELD DIV. OFFICE

Signed .....

Title .....

(See back of this sheet for instructions and detailed information.)

1926.

E.J.Cheatham & Sons

Gold Beach,Ore.

TO **J. E. WALSTROM** DR.

GENERAL WAREHOUSE AND STORAGE
AGENT S. S. ELIZABETH AND BROOKLYN
CENTRAL WAREHOUSE

Balance as per bills rendered	29.41
Intrest @ 8%, 3 months	.59
	$ 30.00

(COPY)

RECEIVED
SEP 9 1926
MARSHFIELD DIV.

Signed .....

Title .....

(See back of this sheet for instructions and detailed information.)

Form 30—9166—476—3-25.

89 119

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Sept 7, 192[illegible]

Job Name [illegible] Week from Aug 24 to [illegible]

Mail Address [illegible]

Highway [illegible] Telegraph or Telephone Address [illegible]

County [illegible] Job Prefix [illegible] Express and Freight Address [illegible]

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

[illegible]

RECEIVED
SEP 9 1925
MARSHFIELD DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed [illegible]

Title [illegible]

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... SPE #1 ..... *Percentage* ..... 100 .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

CONTRACT# 834,
835,

PR 119 Burnt Hill-Chetco River 1925-1928
Unit No. 2
134,835

#835

119#2

February 11, 1926

American Surety Company of New York,
W. J. Lyons, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are advised that the Highway Commission will be ready to make final payment to the J. W. Sweeney Construction Company in connection with their contract No. 835 - Unit #2, Burnt Hill-Chetco River Section of the Oregon Coast Highway in Curry County, grading.

The amount of the final payment will be $6,[illegible].45 and the total amount which will be paid to the contractors in connection with the above contract including the final payment will be $241,659.99. Of this amount $7,471.95 was for force account work.

On January 10, 1931, you requested that no payments be made on this contract until you had advised. Will you please advise if it will be satisfactory to you to make the above payment.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#834
88F-2
PR119-2

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
MOHAWK BUILDING
PORTLAND OREGON

21 February 1928

RECEIVED
FEB 23 1928
OREGON

State Highway Commission

Salem Oregon

Gentlemen:

In November, 1927, I filed a notice of claim on behalf of the Collins Concrete Pipe Company against the Engelhart Paving & Construction Company for materials furnished and unpaid for in connection with the construction of the Burnt Hill-Chetco River Section of the Roosevelt Highway.

This claim has now been fully satisfied.

Very truly yours

Stephen W Matthieu

SWM:R

#834-
1 OF 2
PR 1104-2

November 25th, 1927.

Hartford Accident & Indemnity Company
W. R. Carey, Agent.
Spalding Building.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find notice of claim of the Collins Concrete Pipe Company in the sum of $218.40, being for material and supplies furnished the Englehart Paving and Construction Company in connection with their contract for the grading of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by the Englehart Paving and Construction Company in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Cleiayer,
Chief Clerk.

JB

November 25th, 1927.

Englehart Paving & Construction Co.,
Eureka, California.

Gentlemen:

Enclosed herewith please find notice of claim of Collins Concrete Pipe Company in the sum of $218.50, being for materials and supplies furnished you in connection with your contract for the grading of the Burnt Hill-Shelter River Section of the Roosevelt Coast Highway.

Please give this matter your early attention.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

E. R. Glaisyer,
Chief Clerk.

JS

STATE OF OREGON

SALEM

November 26th, 1927.

Hon. Sam A. Kozer,
Secretary of State,
Building.

Dear Sir:

This is to acknowledge receipt of your letter of the 16th inst. enclosing three copies of notice of claim of Collins Concrete Pipe Company in the sum of $218.40, being against the Englehart Paving & Construction Company in connection with their contract for work on Unit 2 of the Burnt Hill-Chetco River Section of the Roosevelt Highway.

Please be advised that we are today forwarding copies of this claim to the contractor and surety on his bond.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Clairyer,
Chief Clerk.

JB

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

November 16, 1927

RECEIVED
NOV 22 1927
OREGON
STATE HIGHWAY COMM.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Mr. Stephen W. Matthieu, Atty., Mohawk Building, Portland, Oregon, and filed as of this date. a notice of claim by Collins Concrete Pipe Company, for materials and supplies furnished in the sum of $218.40 against the bond taken from the Englehart Paving & Construction Company, principal, and the Hartford Accident and Indemnity Company of Connecticut, surety, for work on Unit 2 of the Burnt Hill-Chetco River Highway of the State of Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By N J Haas

L

COPY

STEPHEN W. MATTHIEU
Attorney at Law
Mohawk Building
Portland Oregon

N O T I C E

To Sam A. Kozer, Secretary of State, Salem Oregon
To State Highway Commission of Oregon, Salem Oregon
To Englehart Paving & Construction Co, Eureka California
To Hartford Accident and Indemnity Co of Connecticut,
Spalding Building, Portland, Oregon

NOTICE is hereby given that the undersigned, COLLINS CONCRETE PIPE COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, has a claim for materials and supplies consisting of concrete culvert pipe and drain tile furnished in the sum of $6990.39 and on account of which there is a balance due of $218.40, against the bond taken from the Englehart Paving & Construction Company as principal and the Hartford Accident and Indemnity Company of Connecticut as surety, for work on Unit 2 of the Burnt Hill-Chetco River Highway of the State of Oregon, the same being a part of the development by the State Highway Commission of said state.

COLLINS CONCRETE PIPE COMPANY

By STEPHEN W. MATTHIEU
Attorney

Endorsed:

File No. 698
Filed November 16, 1927, SAM A. KOZER, Secretary of State.

#834

PR 119 - #2

NORMAN R. MORAY, VICE-PRESIDENT AND GENERAL MANAGER
JAMES WYPER, VICE-PRESIDENT
JAS. L. D. KEARNEY, VICE-PRESIDENT
PAUL RUTHERFORD, VICE-PRESIDENT

R. M. BISSELL, PRESIDENT
CHAS. E. CHASE, CHAIRMAN BOARD OF DIRECTORS

J. COLLINS LEE, SECRETARY
D. J. GLAZIER, SECRETARY-TREASURER
R. C. L. HAMILTON, COMPTROLLER

HARTFORD
ACCIDENT AND INDEMNITY COMPANY
HARTFORD, CONNECTICUT

JOY LICHTENSTEIN, MANAGER

PACIFIC DEPARTMENT
720 CALIFORNIA STREET SAN FRANCISCO

ADAM GILLILAND, ASSISTANT MANAGER

PLEASE ADDRESS YOUR REPLY TO SURETY CLAIMS DEPARTMENT
J. H. VAN TASSEL, *Surety Claims Attorney*

November 25, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir: Re: Bond No.475774. Prin: Engelhart Paving & Construction Company. Obligee: State of Oregon.

Your letter of November 16th relative to notice of claim filed by Collins Concrete Pipe Company against the Engelhart Paving & Construction Company in the sum of $218.40 mailed to our Portland office has been sent to me for attention.

Yours very truly,

J H Van Tassel

J. H. VAN TASSEL
SURETY CLAIMS ATTORNEY

JHV/JS
CC-BUTLER

#834

80F-2

PR 119#2

November 16,1927

Hartford Accident & Indemnity Co. of Connecticut,
Spalding Bldg.
Portland, Oregon.

Gentlemen:

This letter is to inform you as surety on the bond furnished by the Englehart Paving & Construction Company, that we have today received notice of claim of Collins Concrete Pipe Company against the Englehart Paving & Construction Co. in the sum of $218.40, being for culvert pipe and drain tile furnished this company in connection with their contract for the grading of Unit #8, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

November 14, 1927

Englehart Paving & Construction Co.
68 Front St.,
Irvine, Calif.

Gentlemen:

We wish to inform you that we have today received from Stephen W. Matthias, notice of the claim of the Collins Concrete Pipe Company in the sum of $218.40, being balance due on furnishing you culvert pipe and drain tile in connection with your contract for the grading of Unit #2, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Please give this matter your attention.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Gleisner,
Chief Clerk.

HBG:JS

November 16,1927

Mr. Stephen W. Matthieu,
Attorney at Law,
Mohawk Building,
Portland, Oregon.

Dear Sir:

We acknowledge receipt of carbon copy of notice of the claim of the Collins Concrete Pipe Company against the Englehart Paving & Construction Company, being in the sum of $818.40, being for culvert pipe and drain tile furnished in connection with their contract for the grading of Unit 2 Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
MOHAWK BUILDING
PORTLAND OREGON

N O T I C E

To Sam A Kozer, Secretary of State, Salem Oregon
To State Highway Commission of Oregon, Salem Oregon
To Englehart Paving & Construction Co, Eureka California
To Hartford Accident and Indemnity Co of Connecticut,
Spalding Building, Portland, Oregon

NOTICE is hereby given that the undersigned, COLLINS CONCRETE PIPE COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, has a claim for materials and supplies consisting of concrete culvert pipe and drain tile furnished in the sum of $6990.39 and on account of which there is a balance due of $218.40, against the bond taken from the Englehart Paving & Construction Company as principal and the Hartford Accident and Indemnity Company of Connecticut as surety, for work on Unit 2 of the Burnt Hill-Chetco River Highway of the State of Oregon, the same being a part of the development by the State Highway Commission of said state.

COLLINS CONCRETE PIPE COMPANY
By Stephen W Matthieu
Attorney

834

PR119#2

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
C. E. GATES, MEDFORD

PR #119
Unit No. 2

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

October 26th, 1927.

Mr. Carl F. Smith
Auditor
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Referring to your letter of September 17th regarding a bill of $456.40 from the Engelhart Paving & Construction Company, can advise that I have written this Company direct that we do not intend to pay this price for this pipe and no previous arrangements have been made and that we are not in a position to use the pipe as now located. I have told them that in case we build a maintenance headquarters where this pipe may be used, we will then consider the purchase of this pipe which was installed for a water system during the construction of the unit which the Engelhart Paving and Construction Company had on the Roosevelt Highway between Burnt Hill and the Chetco River.

Yours truly,

Wm. E. Chandler
Division Engineer

WEC/F

OCT 27 27

...PORTLAND
...ALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

September 19,1927.

RECEIVED
SEP 20 1927
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Att. Carl F. Smith.

Dear Sir:-

Herewith copy of letter to the Engelhart Paving & Construction Company which will show the statist of this claim.

Yours truly,

W. E. CHANDLER.
Division Engineer.

WEC/L

SEP 20 27

, PORTLAND
, MEDFORD

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

August 1, 1927.

Engelhart Paving & Const. Co.,
Eureka, California.

Dear Sirs:-

Since writing you some time ago, I have gone over the pipe situation at your camp and talked with the man that saw your drivers when they were moving your camp away. He states that he simply asked the drivers to leave the pipe as long as possible and to takeit out on the last load in order to get the use of it as long as possible. It was his opinion that you still had another trip to make to this camp. There is considerable pipe still on the ground other than that in the water system. Also, there are two or three dump cars and I think other small supplies, indicating that another trip was contemplated.

We have measured the pipe in the water system and find the following amounts:

2372 Ft. of one inch black pipe
470 Ft. of two inch galvanized pipe

We have in mind building a maintenance headquarters at this point, but to date have not received authority for this work. If it is built at this point, we will pay you the cost of this water system. This, however, can not be determined for probably two or three months. If we do not build a maintenance headquarters here, but can find use for the pipe we will pay you what it is worth.

After investigating this matter do not believe our maintenance men definitely asked your drivers to leave this water system, but regardless of this we will pay you if we have use for the pipe.

Yours truly

W. E. CHANDLER

Division Engineer.

COPY

Sept. 17, 1927.

Mr. W. E. Chandler
Division Engineer
Grants Pass, Oregon.

Dear Sir:

Please refer to my letter of July 20th trening an invoice for $456.40 from the Engelhart Paving & Constr. Co., dated April 10th and covering 2,000 ft. gavl. pipe for the engineer's camp at Burnt Hill, Curry County, Oregon. Our records show that on June 21st this was mailed to you for approval and to date I have no record of it being returned.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By

Auditor.

CPS CG

July 28, 1927.

Mr. W. E. Chandler
Division Engineer
Grants Pass, Oregon.

Dear Sir:

Our records show that on June 21st we mailed to you for approval a charge of April 18th from the Engelhart Paving & Const. Co., for $456.40, covering 2,000 ft galv. pipe for engineer's camp at Burnt Hill, Curry County, Oregon, and to date I do not find that the bill has been returned, approved.

Will you please advise.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By

Auditor.

CFS CG

SKILL, HONESTY
RESPONSIBILITY

ENGELHART PAVING AND CONSTRUCTION CO.

— GENERAL CONTRACTORS —

EUREKA, CALIF.

June 16, 1927.

Oregon Highway Commission,

Salem, Oregon,

Attention: Mr. Carl F. Smith

Dear Sir:

Inclosed please find copies of bills mailed you April 18th, together with a letter of explanation of this same date. This in answer to your letter of 6/7/27.

We would greatly appreciate to receive your voucher for same.

Yours very truly,

ENGELHART PAVING & CONSTRUCTION CO.,

By Thos Engelhart

TE: MN

DUPLICATE

JUN 20 27

...GELHART PAVING AND CONSTRUCTION CO.

STREET PAVING
GENERAL CONTRACTORS

Streets, Sewers, Bridges, Roads, Buildings
Reinforced Concrete Chimneys

Office and Yard, First and S Streets

SKILL - HONESTY
RESPONSIBILITY

JUN 21 1927 C.E.C.

Eureka, California, April 18, 1927.

Oregon Highway Commission.

Salem, Oregon.

2,000 ft. 2" Galvanized pipe @ $22.82 per hundred		456	40
For Engineers camp at Burnt Hill, Curry County, Oregon.			

EXTENSIONS AND ADDITIONS O. K.

ORIGINAL

State Highway Engineer.

BAK:HI

ION

f 834 a 235
f 119 # 2

June 21, 1927.

Mr. W. E. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

I have received the attached letter from the Engelhart Paving & Construction Co., which is a copy of a letter previously sent dated April 19, 1927. This letter relates to some 2000 feet of galvanized pipe which they claim was left at their camp and which they state our employes have used. My recollection is that I sent you the previous letter and asked you to look into the matter. If you have not already done so, please investigate at your early convenience and answer the Engelhart Paving & Construction Co. direct.

Very truly yours,

State Highway Engineer.

BAK:HI

#834

88E-2

PR 119 #2

January 31, 1927.

Hartford Accident & Indemnity Company,
W. E. Grey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 834 for the construction of Unit 2 - Burnt Hill-Chetco River Section of the Roosevelt-Coast Highway in Curry County consisting of 8.4 miles of grading has been completed by the contractors, Englehart Paving & Construction Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after February 9th, 1927.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid on this contract will be $104,533.61 of which amount $293.48 was for force account.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glasgyer,
Chief Clerk.

Dict. by J. McFarland.

Form 26—2756—4M—4-30.

PR 119 #2

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

State Highway Engineer

Date Nov. 6, 1930

Job Name Burnt Hill-Chetco

Week from 10/30 to 11/6

Mail Address Brookings

Highway Roosevelt Coast

Telegraph or Telephone Address

County Curry Job Prefix BPE-2

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Work on this job is nearly finished. Contractor expects to get done some time the coming week.

This will be completed work grading under Force Order #1 and also laid some tile, besides finishing up clearing.

NOV 10 1930 STATE

(See back of this sheet for instructions and detailed information.)

Signed H. P. Libby

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

WHOLESALE GROCERS

July 17, 1926.

Lang & Company,
Portland, Oregon.

Attention Mr. Hastings, Credit Dept.

Gentlemen:

In reply to your letter of the 16th inst. concerning Thomas Engelhart, will say that we presume that this is the Engelhart of the contracting firm known as the Engelhart Paving and Construction Company with home address Eureka, California.

This company was awarded state highway contract No. 284 for the grading of Unit 2, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County. This project is near Brookings.

The amount of this contract is approximately $106,000. The bond furnished is in amount 50 per cent of the contract. The surety on the bond is the Hartford Accident & Indemnity Company for whom W. E. Gray, Spalding Building, Portland, Oregon, is local agent.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LH

Lang & Co.

CREDIT DEPARTMENT

WHOLESALE GROCERS

COFFEE ROASTERS MANUFACTURERS
TOBACCONISTS

Portland, Oregon

July 16,1926.

State Highway Commission,
Salem,
Oregon.

Gentlemen:-

Re-Thos.Engelhart.

We have been favored with an order from the above party with advice that he was awarded a state highway contract near Brookings, Oregon. We desire to donfirm this report and would appreciate your advising us the location of the contract if he has one, and the amount. Also would greatly appreciate your advising the name of the surety who underwrote his bond.

Thanking you for a prompt reply, we are

Yours truly,

Credit Dept.

Hastings.

#834

H. B. G.

Form 10—[illegible]—(M)—8-25.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
AUG 27 1925
STATE HIGHWAY ENGINEER

Date Aug 22, 1925

Job Name Burnt Hill-Chetco Unit 2

Week from Aug 15 to Aug 22

Highway Roosevelt Coast

Mail Address Brookings

Telegraph or Telephone Address

County Curry Job Prefix SPE-2

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Moved with 7 men, Hartman transit-rod, Barlow and Archer Chainmen on Monday. Worked party setting up camp and on Latitude Meridian line finding Sta 512 — . Tried safety stakes in this unit as being best to avoid confusion of double stations.

Contractor has Foreman and four men setting up camp. On Friday let started a 7x8 timber trestle across Gravel Fork Pistol River for concrete trucks. Has equipment and will arrive in Brookings by first Sunday in Sept. He has established his camp on the right and at 1 mile Notice of Completion. I am making my headquarters at his camp.

His plan is to start at the south end of the unit with steam shovel and go right through as fast as the culverts are in. He has contracted culverts from Collins who will use Coos Bay for storage and ship 3 at Brookings, using 1 ½ ton trucks as fast

(See back of this sheet for instructions and detailed information.)

Signed A. V. Libby

Title Res. Engr.

Pg 119

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

August 14, 1925.

Engelhart Paving and Construction Co.,
Eureka, California.

Gentlemen:

In compliance with the request in your letter of August 11, we are today sending to you an extra copy of your contract for the grading of Unit #2 of the Burnt Hill-Chetco River Section, together with two blue print copies of the profile for that section.

It is not our practice to furnish copies of the platted cross-sections to contractors. The contractor is, however, allowed access to the platted cross-sections in the Resident Engineer's Office.

Yours very truly,

ROY A. KLEIN
State Highway Engineer.

By

S. H. Prebert
Office Engineer

SHP:AF

HONESTY
RESPONSIBILITY

ENGELHART PAVING AND CONSTRUCTION CO.

— GENERAL CONTRACTORS —

EUREKA, CALIF.

August 11, 1926

Oregon Highway Commission

Salem, Oregon

Gentlemen:

In regard to our contract unit No. 2, Burnt Hill-Chetco River, section of the Roosevelt Highway, Curry County. We would appreciate to receive double set of profiles and cross sections of this work, also one extra set of specifications for our Superintendent's use on the job.

Thanking you for your attention to the above, we remain,

Yours very truly,

ENGELHART PAVING AND CONSTRUCTION CO.

Thos Engelhart

AA/AD

CONTRACT# 835,

SEE:

CONTRACT# 834

835 SPE: Contract 834

CONTRACT #835

PR 119 Burnt Hill-Chetco River 1930
Unit No. 3
835 Folder # 3

835

119 #3

February 14, 1935

Mr. Plowden Stott,
Attorney at Law
Yeon Building
Portland, Oregon

Dear Sirs

Acknowledgment is made of the receipt of your letter of February 13 regarding the final payment to J. W. Sweeney Construction Company in connection with State Highway Contract No. 855 covering the construction of Unit 2 of the Burnt Hill-Chetco River Section of the Oregon Coast Highway in Curry County.

Our letter of February 11, mentioned in the first paragraph of your communication, was a form letter which we send out in making final settlement with highway contractors. In this particular instance it should not have been sent because of the unusual conditions involved in this payment. Therefore, you may disregard it. Our Attorney, Mr. J. M. Devers, is handling the matter of this payment and it will be made in conformance with the understanding that you had with him when you called at his office the other day.

Through inadvertence the auditor prepared the final voucher for the full amount, $6821.45 which is the reason that that amount was stated in my previous letter. The voucher has been recalled and it is my understanding that it is to be replaced with two vouchers, one in the sum of $2500 and the other for the balance of $4,321.45. I am not conversant with the details of the settlement, therefore I cannot state to whom the payments are to be made but I have been informed by Mr. Devers that payment will be made in strict conformity with the understanding that you had with him as stated above.

I regret that this confusion has developed in this case and trust that our apologies for same will be accepted.

Yours very truly,

Secretary

HKG:MC

cc -- Devers & American Surety Co. (W. J. Lyons, Yeon Bldg.)

PLOWDEN STOTT
ATTORNEY AT LAW
YEON BUILDING PORTLAND, OREGON

February 13, 1935.

RECEIVED
FEB 14 1935
STATE HIGHWAY COMMISSION

RE: Your Contract No. 835 with J. W. Sweeney Construction Co. Unit #2, Burnt-Hill-Chetco River Section of the Oregon Coast Highway in Currey County, Oregon.

Oregon State Highway Commission,
State House,
Salem, Oregon.

Attention: H. B. Glaisyer,

Gentlemen:

Your letter of February 11, 1935, directed to my client, American Surety Company of New York, advising it the Highway Commission will soon be ready to make final payment to J. W. Sweeney Construction Company in connection with the above contract, received.

You say in your said letter the final payment will be $6821.45.

Your Mr. Devers told me yesterday by telephone and personally while I was in his office in Salem, the arbitrators appointed under house Joint Resolution 19, adopted by Oregon Legislature in its Second Special Session for 1933, had awarded Sweeney Construction Company $4,321.45.

If you will examine the records of your office you will find on or about October 1, 1931, a writ of attachment and garnishment were duly served upon you pursuant to a writ of execution issued out of the Circuit Court of Multnomah County, Oregon, in a case then pending in said court entitled "State of Oregon for the use and benefit of Albert Pe an and Joseph Cassman, plaintiffs, against American Surety Company of New York, a corporation, and J. W. Sweeney Construction Company, et al, defendants, No. N 3117." On said October 1, 1931, your Mr. H. B. Glaisyer, Secretary to Oregon State Highway Commission made and filed in said cause pursuant to said writ of attachment and garnishment an answer to writ of execution. If you will examine said answer to said execution you will find you have reported you had in your possession on said date $2500.00 belonging to J. W. Sweeney Construction Co. any, which said sum of $2500.00 is subject to any

interest in or right to the same which American Surety Company of New York may have by reason of the fact that said surety company is surety on the bond furnished by said contractor in connection with said contract.

Evidently, through inadvertance and mistake, you have in writing said letter to my client, advised it a payment of $6821.45 will be made to J. W. Sweeney Construction Company, if it is satisfactory to my client. There can be no question from the above return on execution made by you, the said sum of $2500.00 should be paid to my client, American Surety Company of New York and to no one else. As my client has repeatedly notified the Highway Commission in writing, there is due it from J. W. Sweeney Construction Company on account of matters and things arising out of and in connection with said contract No. 835, and the bond given thereon, $8,475.57 with interest since May 29, 1933.

From the above it is plain said sum of $4,321.45 awarded by the arbitrators to J. W. Sweeney Construction Company, is subject to any interest in or right to the same which said American Surety Company of New York has by reason of the fact that said surety company is surety on the bond furnished by said contractor in connection with said contract.

It would seem proper therefore to make the payment of said sum of $4,321.45 either to my client direct or to both J. W. Sweeney Construction Company and my client. In no event should it be made to J. W. Sweeney Construction Company alone.

I trust you will comply fully with the requests made to you in this letter.

I am sending a copy of this letter to your attorney, Mr. Devers. I believe his views of the matter co-incide with mine.

Yours very truly,

Plowden Stott

PS:G

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

119

January 15, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. O. C. Kelley,
Resident Engineer,
Klamath Falls, Ore.

Subject: S PE-5 Burnt Hill-Chetco River
Curry County

Dear Sir:

The following records concerning clearing on Unit #5, Burnt Hill-Chetco River Section of the Oregon Coast Highway in Curry County, are being forwarded to you by express:

3 Rolls 1927 Cross Section remeasure
1 Note book clearing notes (Libby)
1 book 1934 recalculation of clearing.

The latter is a calculation made by me Dec. 31, 1931 to Jan. 5, 1935, based on my original clearing notes of 1926, remeasure of cross sections by Johnson in 1927, Johnson's remeasure of clearing and original cross sections.

In the section from Station 79+50 to Station 167, allowance was made according to my original notes with a few additions on account of slides. These additions show up in the second column of the tabulation. From Sta. 167 to end of job, the figures in the second column represent the increase over Johnson's remeasurement of 1927. The total increase according to this tabulation is practically 3.5 acres. A large part of this increase was due to figuring that extra clearing be allowed on the open range where cuts and fills were widen than 60 feet. Besides the section from 97+50 to Sta. 167, there were other sections in the same class between about stations 280-320. Other increases were where slides or fills extended outside the line of Johnson's remeasurement. Another source of increase was the assumption that clearing was all actually done according to original staking.

It is evident that Johnson averaged the clearing between certain sections as now by including those places that fall outside of his clearing line and not deducting for those which fall inside an increase in the total is found.

Another factor impossible to determining at this time is the amount of clearing paid for by force account on slides. That is probably the reason that Johnson did not show width of clearing

OREGON STATE HIGHWAY ENGINEER
H. B. BALDOCK, SECRETARY
SALEM, OREGON

to upper edges of slides.

I feel very certain that this tabulation which I have made accounts for much more clearing than actually was done, but that it represents what the records show technically.

Please return these records as soon as you have checked them.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. W. Libby
H

CC to
R.H. Baldock ✓
J. M. Devers
HGSmith
K. D. Lytle

R 119
Unit 3

February 18, 1933

Hon. Geo. P. Winslow
House of Representatives
Capitol Building

Dear Sir:

In response to your request, I am attaching hereto a copy of my report to the State Highway Commission under date of December 13, 1927, together with a report by Mr. H. G. Smith, Construction Engineer, with reference to the claim of the J. E. Sweeney Construction Company under contract No. 855 for grading the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway, 5.7 miles in length, in Curry County. The salient features in connection therewith are as follows:

The contract was awarded on July 23, 1925, with a time limit of December 31, 1926. The contractor started to build camp on August 15 and the work was not finally completed until the week of August 28-September 3, 1927. There are four large files covering this case and the claims as made by Mr. Sweeney for extra compensation on the work.

These claims were first itemized on March 27, 1928 when Mr. Sweeney asked for an additional $21,155. Subsequent to this claim, a conference was held between the Messrs. Sweeney, Geo. B. Herington, Secretary of the Associated General Contractors, Ray A. Klein, State Highway Engineer, Wm. E. Chandler, Division Engineer, Hollis E. Libby and E. O. Johnson, Resident Engineers. Mr. Klein agreed to allow him $2,650.93 on this claim and Mr. Sweeney was offered this settlement, together with the $3,042.50 which was the amount of the retained percentage on the final estimate due under the provisions of the contract.

On October 30, 1928, J. E. Sweeney addressed a letter to the Highway Commission in which he stated that they would not accept this estimate but would be willing to accept the adjustment provided they were allowed in addition $9,398.95 for the actual cost of two cuts at Station 250 and Station 200 over and above the amount that had been allowed them on the basis of the unit prices for the excavation quantities moved. This matter was carefully considered by the Highway Commission and replied to by J. H. Devers, attorney for the Commission, on the 14th of November, 1928, in which reply Mr. Devers stated that, in answer to the communication of October 30, 1928, the Commission had rejected all claims not allowed by the engineers.

On January 15, 1929, Mr. Sweeney again addressed a letter to the Commission in which he asked for an arbitration board to go over his claims. The total amount of the claims that he asked to be submitted for arbitration equalled $12,917.52, in accordance with the summary attached to his letter.

On December 17, 1928, we received a letter from C. C. Kelley, Consulting Engineer at Klamath Falls, requesting the construction records so that he might remeasure the lines. He was employed by Mr. Sweeney for this work and remeasured about 25% of the line, on the basis of which measurements Sweeney claimed an additional sum not heretofore requested amounting to approximately $15,000. Mr. C. C. Kelley, who is the same man named as an arbitrator in House Joint Resolution No. 19, contended that there had been a mass movement of the entire mountainside through the section covered by the Sweeney contract and that, by reason of this movement, materials had been excavated which were not susceptible of accurate measurement. In support of his claim, he presented evidence of more yardage in his measurement than has been allowed by the engineers.

In order that this matter might be thoroughly checked, I had Mr. Smith go over the ground and I went over it myself and could find no evidence of the movements which Mr. Kelley contended had taken place, and to make certain the matter, the Commission employed two eminent geologists, Professor Hodge of the University of Oregon and Mr. Swartley of Corvallis. Professor Hodge is one of the most eminent geologists in the Northwest and Mr. Swartley, in addition to being well versed in that science, is a practical engineer and has been a grading contractor for some years. Both of these men contended that there had been no mass movements within the past 100,000 years and no slides that were not susceptible to measurement by the customary practice employed by this department.

Kelley found more yardage than had been measured by the engineers for the reason that a number of slides had taken place since the completion of the contract, which slides had been removed by state forces.

Investigation of our maintenance records, while not complete on a yardage basis, indicates a cost for slide removal that is approximately proportional to the difference in yardage found by Kelley and the original yardage as measured by the highway engineers at the conclusion of the Sweeney contract. These small slippages and slides occur there every winter and probably will for a period of years.

Summing up a review of the claims, advise that Sweeney requested that he be paid $1,917.72 on various small claims. He has been

paid $991.04 and Mr. H. C. Smith recommends that he be paid an additional $70.20. Of the middle sized claims totaling $15,765.10, Sweeney has been paid $9,127.15. Of the large claims, amounting to $36,915.83, no payments have been made, although Mr. Smith recommends that he be allowed $200. Therefore, the total of the claims as submitted by Sweeney amounts to $62,597.35, of which he has been allowed to date $10,118.17, leaving a balance which he claims due of $42,479.18. Of this amount, the Commission is willing to pay an additional $270.20 in accord with Mr. Smith's recommendation.

With reference to the large claims, the outstanding are the $15,000 claim for additional quantities, which is manifestly absurd, and $9,397.18 for the contractor's loss in a suit with his sub-contractor, which represents all the court costs in addition to the amount the court ordered him to pay. This claim has already been adjudicated at $2,048.41, which was allowed as an adjustment for everything that the engineers could find due him under this claim plus a further adjusted amount to cover other small grievances which were hard to analyze.

In short, this claim started at $21,000, was reduced to $12,000 after $10,000 had been allowed and paid. In a subsequent letter, Mr. Sweeney offered to settle for $9,000 plus outstanding claims, total $12,000. After the Commission refused to settle on this basis, Sweeney increased his unpaid claim to $45,534.61.

I have carefully examined all the records pertaining to this matter and am thoroughly of the opinion that the state has paid all that is due Sweeney, with the exception of the $6,043.88 retained percentage, $2,540 that the engineer recommended as settlement and which Sweeney refused, and $270.20 that we now recommend as the only additional payment that we can find is justified.

In conclusion, would state that if your honorable body is not satisfied with the findings passed upon by three different highway commissions in refusing to grant this claim, with the exception of the small adjustments passed upon, I would recommend that it be referred to a trial judge rather than a board of arbitration. I make this recommendation because Sweeney cannot legally sue the state and this will give him access to the court. I think such procedure would be much better than the resolution recommending a board of arbitration. I recommended the same thing in my letter to the Highway Commission under date of December 15, 1952. Mr. Devore has stated that the law provides for settlements of this nature by means of this plan, provided both parties are willing to rest their case in this manner.

Very respectfully

RMB:HI

State Highway Engineer

On October 30, 1928, J. W. Sweeney addressed a letter to the Highway Commission in which he stated that they would not accept this estimate but would be willing to accept the adjustment provided they were allowed in addition $9,599.95 for the actual cost of two cuts at Station 250 and Station 200 over and above the amount that had been allowed them on the basis of the unit prices for the excavation quantities moved. This matter was carefully considered by the Highway Commission and replied to by J. M. Devers, attorney for the Commission, on the 14th of November, 1928, in which reply Mr. Devers stated that, in answer to the communication of October 30, 1928, the Commission had rejected all claims not allowed by the engineer.

On January 15, 1929, Mr. Sweeney again addressed a letter to the Commission in which he asked for an arbitration board to go over his claims. The total amountof the claims that he asked to be submitted for arbitration equalled $12,917.32, in accordance with the summary attached to his letter.

On December 17, 1929, we received a letter from C. C. Kelley, Consulting Engineer at Klamath Falls, requesting the construction records so that he might remeasure the line. He was employed by Mr. Sweeney for this work and remeasured about 25% of the line, on the basis of which measurements Sweeney claimed an additional sum not heretofore requested amounting to approximately $15,000. Mr. C. C. Kelley, who is the same man named as an arbitrator in House Joint Resolution No. 19, contended that there had been a mass movement of the entire mountainside through the section covered by the Sweeney contract and that, by reason of this movement, materials had been excavated which were not susceptible of accurate measurement. In support of his claim, he presented evidence of more yaradge in his measurement than has been allowed by the engineers.

In order that this matter might be thoroughly checked, I had Mr. Smith go over the ground and I went over it myself and could find no evidence of the movements which Mr. Kelley contended had taken place, and to make certain the matter, the Commission employed two eminent geologists, Professor Hodge of the University of Oregon and Mr. Swartley of Corvallis. Professor Hodge is one of the most eminent geologists in the Northwest and Mr. Swartley, in addition to being well versed in that science, is a practical engineer and has been a grading contractor for some years. Both of these men contended that there had been no mass movements within the past 200 years, as evidenced by tree growth, and no slides had recently occurred that were not susceptible to measurement by the customary practice employed by this department.

Kelley found more yardage than had been measured by the engineers for the reason that a number of slides had taken place since the completion of the contract, which slides had been removed by state forces.

Investigation of our maintenance records, while not complete on a yardage basis, indicates a cost for slide removal that is approximately proportional to the difference in yardage found by Kelley and the original yardage as measured by the highway engineers at the conclusion of the Sweeney contract. These small slippages and slides occur there every winter and probably will for a period of years.

Summing up a review of the claims, advise that Sweeney requested that he be paid $1,917.70 on various small claims. He has been paid $991.04 and Mr. H. G. Smith recommends that he be paid an additional $70.20. Of the middle sized claims totaling $13,765.10, Sweeney has been paid $9,127.13. Of the large claims, amounting to $36,913.52, no payments have been made, although Mr. Smith recommends that he be allowed $200. Therefore, the total of the claims as submitted by Sweeney amounts to $52,597.35, of which he has been allowed to date $10,118.17, leaving a balance whichhe claims due of $42,479.18. Of this amount, the Commission is willing to pay an additional $270.20 in accord with Mr. Smith's recommendation. Mr. Sweeney in his last letter increased his request for unpaid claims to $45,524.41.

With reference to the large claims, the outstanding are the $15,000 claim for additional quantities, which is manifestly absurd, and $8,397.18 for the contractor's loss in a suit with his sub-contractor, which represents all the court costs in addition to the amount the court ordered him to pay. This claim has already been adjudicated at $2,048.41, which was allowed as an adjustment for everything that the engineers could find due him under this claim plus a further adjusted amount to cover other small grievances which were hard to analyze.

In short, this claim started at approximately $21,000, was reduced to approximately $12,000 after $10,000 had been allowed and paid. In a subsequent letter, Mr. Sweeney offered to settle for approximately $9,000 plus outstanding claims, total approximately $12,000. After the Commission refused to settle on this basis, Sweeney increased his unpaid claim first to $42,479.18 and then to $45,524.41.

I have carefully examined all the records pertaining to this matter and am thoroughly of the opinion that the state has paid all that is due Sweeney, with the exception of the $2500 retained percentage and $270.20 that we now recommend as the only additional payment that we can find is justified.

In conclusion, would state that if your honorable body is not satisfied with the findings carefully passed upon by three different highway commissions in refusing to grant this claim, with the exception of the small adjustments passed upon, I would recommend that it be referred to a trial judge rather than a board of arbitration. I make this

recommendation because Sweeney cannot legally sue the state and this will give him access to the court. I think such procedure would be much better than the resolution recommending a board of arbitration. Mr. Devers has stated that the law provides for settlements of this nature by means of this plan, provided both parties are willing to rest their case in this manner. Please be advised that the men named in the resolution as arbitrators are all honorable men of unquestioned ability and high standing, so please do not interpret the above recommendation as a reflection on their character or ability.

Very respectfully

Rob Bulkley

State Highway Engineer

RHB:HI

OK 119
Unit 3

December 15, 1932

Oregon State Highway Commission

Gentlemen:

With reference to the claims of the J. N. Sweeney Construction Company, contract No. 835, known as the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway, and consisting of 5.7 miles of grading, advise that I am attaching hereto a report from H. G. Smith, Construction Engineer.

"During a three months' period, Mr. Smith made a careful examination of the written records in connection with this case and made several inspection trips on the ground, on one of which he was accompanied by Mr. J. N. Sweeney, himself.

The writer has also carefully analyzed the records in this case so as to be conversant with the conditions and be able to judge Mr. Smith's report. I have endeavored to review Mr. Smith's findings in an impartial manner. All of this work was performed long before I was appointed to this position and during a period in which I had charge of highway work in an entirely different section of the state. As a consequence, my knowledge of the circumstances pertaining to the operations of this contract has been gained entirely from the record and from a personal inspection of the ground on several different occasions.

This contract was awarded to J. N. Sweeney Construction Company on July 28, 1925. The time limit for completion of the work was set at December 31, 1926. The contractor started to build camp during the week of August 15-22. The week of June 12, 1926 the engineer reported 1.12 miles completed and 0.5 mile completed except for finishing. By November 14 the engineer reported 2 miles completed and 3 miles completed except finishing, with apparently little work done from this time until the first of the year, the time limit. In the week of August 22-September 3, 1927, the contractor finished up the contract and moved out his equipment.

During the early part of the contract, there developed numerous controversies with reference to labor and material claims and this office received a number of communications from bankers and bondsmen in regard thereto. The settlement of these claims resulted in the filing of a suit by the Collins Concrete Pipe Company, which was settled before it went to the courts, and a suit which was carried through the courts by Albert Pegin, a subcontractor.

Apparently Sweeney submitted his first claim on the 14th of June, 1927, in regard to a blow-down necessitating extra right of way clearing.

On March 27, 1928, Mr. Sweeney made an itemized claim which, after some negotiation, was discussed by Mr. Sweeney and Mr. Klein. The summary of these claims according to Mr. Sweeney amounted to $21,163.18.

On July 16 and 17, 1928, there was a conference held in Salem between Messrs. J. W. Sweeney and George B. Herington, Secretary of the Associated General Contractors, and R. A. Klein, State Highway Engineer, Wm. E. Chandler, Division Engineer, Hollis W. Libby and B. O. Johnson, Resident Engineers. This is the subject of a report by Mr. Klein in which he allowed and disallowed certain claims marked "Exhibit B". Evidently Mr. Klein's decision was not satisfactory, but on September 5, 1928 the J. W. Sweeney Construction Company was advised by S. H. Probert, Office Engineer, that they had tendered them the previous final in which $3,392.65 had been allowed and not paid and, in addition thereto, they were approving claims as per the conference held on July 16 and 17 above outlined to the amount of $2,650.65. The settlements made were as follows:

Claim No. 2:

Price charged for 24 ft. of 18 inch pipe furnished by State reduced from $2.72 to $1.50 per foot. This allowance appears in the deduction items - - - - - - - - - - - - - - - $ 29.28

For extending pipe culverts after they had once been installed. This allowance appears as a force account payment 61.86

Claim No. 4:

$712.80 is allowed for installation and dismantling of crusher. This appears as a special adjustment on account of alteration of plans - 712.80

$115.92 is allowed for crushed rock and screenings left on hand. This appears as an estimate allowance at a special unit price - 115.92

Claim No. 5:

For extra cement used in concrete work. This allowance appears as a force account or "extra work" allowance - - - - - - 211.10

Claim No. 10:

Quantity of extra clearing increased 1.12 acres to bring the allowance for removing windfalls after storm of February 3 and 4, to a total of $1,000.00 - - - - - - - - - - - - - - - - 448.00

Claim No. 13:
Force account allowed for construction of blind stone drain alongside culvert at Station 236 - - - - - - - - $ 23.87

Claim No. 14:
Force account allowed for resloping work not included in previous allowances. (A reduction of about $50.00 was made in this item on account of duplications of time on pay rolls) - 1,068.82

$2,650.98

On October 30, 1928, Mr. J. W. Sweeney again addressed a letter to the Commission in which he stated that they had not yet accepted the final estimate offered on September 1 as the result of the conference on July 16 and 17, 1928. The tenor of the letter indicates that, while they were not entirely satisfied with the result of the negotiations in which some increased allowance had been made, they would be willing to make a settlement if they were allowed $3,339.98 for the cost of the cut at Station 250 and at Station 239 over and above the amount that had been allowed them on the basis of the unit prices for the excavation quantities moved, which additional sum, they claim, represented the difference between the amount allowed and the actual cost of the work. This matter was carefully considered by the Highway Commission and replied to by J. H. Devers, Attorney for the Commission, on the 14th of November, 1928, in which Mr. Devers stated that in answer to the communication of Mr. Sweeney of the 30th of October, 1928, that the Commission had rejected all claims not allowed by the engineer.

On January 15, 1929, Sweeney again addressed a letter to the Commission in which he asked for an arbitration board to go over their claims. He again reviewed their claims but apparently not in the same order nor for the same amounts. The total amount of the claims that he asked to be submitted for arbitration equaled $12,917.32, in accordance with the summary attached to the letter.

On February 11, 1929, Mr. Sweeney called at the office and returned the estimate voucher of September 1, 1928 calling for an amount due of $3,042.58.

On December 17, 1929 we received a letter from C. C. Kelley, Consulting Engineer at Klamath Falls, asking for the construction records of this project in order that he might remeasure yardage at Mr. Sweeney's request. Mr. Kelley was advised on December 20 by S. H. Probert, Office Engineer, that he could have access to the records at any time in the office of W. E. Chandler, Division Engineer at Grants Pass, but that it would be impossible to turn those records over to him.

On November 4, 1931, the Commission, headed by J. C. Ainsworth, received a petition from John W. Sweeney and Fred J. Spath, who were doing business as the J. W. Sweeney Construction Company, in which they requested the new commission to review certain recited facts. This claim was not fully itemized, but they stated that they had submitted claims before in the amount of approximately $21,000 and they further stated that they had had a remeasurement of yardage moved by their own engineers which indicated that they had been short-measured to the sum of approximately $15,000. This was a brand-new claim never before submitted. They also requested some $6,000 for the construction of a rock crusher and roads to haul material therefrom to the highway, for which they claimed they advanced the sum of $6,000 and had never been repaid. This was an expansion of an old claim, they having claimed $2,048.81 before under Claim Item No. 4, as per the communication of March 27. They summed up the whole amount of their claim on this petition to a total of $42,000. This same claim was presented to the Governor.

The Secretary to the Highway Commission replied to their petition on December 4, stating that the Commission considered that the action taken by the previous Commission on November 14, 1928 was final, however, the Commission stated that they would be willing to have the Assistant State Highway Engineer review their claims provided the J. W. Sweeney Construction Company would file a statement indicating that they would accept the findings as final. This the J. W. Sweeney Construction Company refused to do.

Sweeney again presented his claim to the last Commission, headed by Leslie M. Scott, and he was again advised that the matter would be referred to Mr. H. G. Smith, Construction Engineer, for investigation and report.

On September 28, 1932, Sweeney presented a communication to the Oregon State Highway Commission in which he again listed his claims. They were not in the same order as submitted on March 27, 1928, but Smith has indicated the old numbers opposite the new numbers so that it can be followed easily. The total amount of this claim was $45,524.41. It seems that each time the claims are submitted they have grown. In this particular case, the entire loss by the J. W. Sweeney Construction Company in the Pegin and Gassman lawsuit, amounting to $8,591.15, was submitted. This in all probability includes court costs and everything else and is further explained by Mr. Smith.

Reviewing the submission of the total itemized claims would be as follows: March 27, 1928, $21,153.18; October 30, 1928, $9,599.95 plus $2,650.95 already offered, equals $12,250.88. On January 15, 1929, he requested that $12,917.32 worth of claims be referred to arbitration. On November 4, 1931, the claims had jumped to $42,000; on September 27, 1932, $45,524.41.

In order to analyze the review of the claims and the previous action thereto, they have been split in three ways: Small claims as follows:

	Amount Asked	Amount Paid	Amount Recommended
#1	$ 70.75	$ 70.50	
#2 - 1st Item	55.24	24.66	
#2 - 2nd "	35.26	34.77	
#2 - 4th "	70.20	-	$ 70.20
#2 - 5th "	45.06	20.25	
#2 - 6th "	52.10	52.10	
#2 - 7th "	67.51	97.17	
#5	425.54	211.19	
#12	136.54	75.30	
#13	205.30	100.52	
#15	160.70	-	
#16	171.55	71.50	
#17	225.74	146.06	
#18	147.64		
#19	46.22		
	$1,917.75	$931.04	$ 70.20

Of the $1,917.75, $931.04 has already been approved and paid by Mr. Klein, and Smith recommends an additional $70.20. The medium sized claims, shown hereinbelow, amounted to $15,763.10, of which $9,127.13 has been paid.

	Amount Asked	Amount Paid
#2 - 3rd Item	$6,416.00	$5,006.00
#4	4,089.81	712.80
#8	250.00	
#10	1,000.00	1,000.00
#14	2,009.29	1,508.33
	$15,763.10	$9,127.13

The large claims, which are shown hereinbelow, amount to $56,915.52, of which no payment has been made. Smith recommends that we pay $200.

	Amount Claimed	Amount Paid	Amount Recommended
Claim #7	$ 2,845.27		
" #8	1,000.00		$200.00
" #9	2,555.90		
" #3	2,328.00		
" #11	5,553.68		
" A	3,391.17		
" B	15,075.00		
" C	869.50		
	$36,916.52		$200.00

Summarizing this as follows: Small claims submitted, $1,917.75; medium sized claims submitted, $13,765.10; large claims submitted, $36,916.32; total $52,597.55. Of this $10,118.17 has been paid, leaving a balance of $42,479.18 that were denied by the previous commissions. Smith finds that they are entitled to an additional $270.20, which would leave the balance of their claim $42,208.98. This is twice as much as originally submitted on March 28, 1928 and about three and one-half times the amount that they indicated they would settle for in the letter of October 30, 1928.

I believe that Mr. H. G. Smith has very carefully gone into this matter and I concur with him in his report on each of the claims submitted. A resume of the situation is as follows: The bulk of their small and medium sized claims are requests for payment for the cost of the work according to their pay rolls and bills, which, of course, have never been submitted for analysis. In other words, it was a manifest desire on the part of the contractor to charge all the portion of his loss into force account, wherein the state would make him whole in those cases that the unit prices would not compensate him for his statement of the value of the work performed. This is a dangerous procedure and, if carried to a logical conclusion, would defeat entirely the method of contracting work on state highways. He has not shown that there were any changes of any magnitude in the character of the work over and above that indicated in the plans and specifications at the time the bids were received. If material changes had been made that would materially change the character of the work and affect the unit prices, an adjustment would have been necessary, but he certainly has not made such a presentation in these claims.

The only case that he brought out involving a change in the plan of performing the work was the change from box culverts to culvert pipes. The Resident Engineer states that the changes were requested by the sub-contractor and Sweeney on account of the difficulty in producing satisfactory sand and gravel materials for the concrete boxes. Furthermore, that Sweeney had a comparatively low price of $32.00 on concrete box culverts while the adjoining contractor's price was $40.00. On the other hand, Sweeney's price on 30-inch pipe installed was $10.00 per foot while the next contractor's price was $5.50. Sweeney first claimed $2,043.81 for his loss in his crusher installation. When this claim was carefully examined in accordance with the report made by Mr. Klein, they found that his actual loss due to such change was $712.60. This is fully explained in the record. However, this claim has been further magnified by the inclusion of the cost of the Pegin and Gassman suits, which will be hereinafter explained.

Two large claims, one for $15,375.00 for subsidence of 2500 yards at 67 cents per yard has been entirely refuted by the testimony of two eminent geologists, Dr. Hodge and Mr. Swartley. Dr. Hodge is on the staff of the University of Oregon and is recognized as an outstanding geologist on the Pacific Coast. Mr. Swartley is a mining engineer who was formerly a professor

of geology and has been a very successful contractor. Mr. Swartley is intimately acquainted with all the details of grading work. Both of these gentlemen deny any evidence of the ground movements as claimed by Sweeney and indicate that the evidence discloses that the extra yardage measured by C. C. Kelley was due to the removal of slides pending the final measurement of Sweeney's contract and the time of the remeasurement by C. C. Kelley, which movement had been performed by state forces in the maintenance operations as described by Mr. Smith. Furthermore, Kelley only remeasured about a quarter of the total contract, covering the portion subject to slides, so that regardless of the accuracy of his measurement, it would not seem fair to multiply his results by four to obtain the difference in quantities. I am firmly convinced that there is no justice at all in this claim.

Regarding the Pegin and Gansman Claim, will advise that it would appear absurd for the state to pay the contractor for the cost of the suits brought by his subcontractors. Mr. Smith has fully explained this claim in his report.

Probably the most outstanding part of this review is the fact that the claims have steadily risen following their request for arbitration with the evident intentionof increasing their claims so that an arbitrary split would give them the amount that would cover their loss. Furthermore, the letter of October 30 is outstanding, in which they indicated their willingness to settle at that time for approximately $9,000 more than the engineer had allowed them.

Both Mr. Smith and myself have gone into the matter in a totally unbiased manner and are perfectly willing to recommend a settlement and payment of monies due Mr. Sweeney were we able to find that he has not been paid for this work in accordance with the terms of the contract, but we have been unable to find this to be the case, with the exception of the small sum of $270.20 that appears in Mr. Smith's report.

It is certain that Mr. Sweeney will not accept Mr. Smith's findings and inasmuch as this controversy has dragged through the records for many years, it is our opinion that if possible the matter be disposed of in some manner such as to be final and binding to both parties concerned. Both Mr. Smith and myself are of the opinion that, provided it is agreeable with Mr. Sweeney, the entire matter should be referred to a trial judge and that he be requested to review the record of the case and render a decision as to his findings. Mr. Devers states that the law provides for settlements of this nature by means of the plan I have proposed, provided both parties are willing to rest their case in this manner.

Very respectfully

RHB:HI

State Highway Engineer

FORM S-Art 5001 3M 4-32

COMMISSIONERS
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R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

December 9, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

In regard to the claims of the J. W. Sweeney Construction Company under contract No. 835, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway 5.7 miles of grading, beg to advise that I have carefully reviewed the records in the case, and made two careful inspections of the ground. The first inspection was under the guidance of Mr. Sweeney himself. The second inspection was made by myself and H. W. Libby, the Resident Engineer who originally had charge of the work, for the purpose of familiarizing Dr. Edwin T. Hodge at Corvallis and A. M. Swartley, of Corvallis, with the locality in order to enable them to make a report on the geological conditions with particular reference to any effect slides would have had on the remeasurement of the work.

As these claims have been reviewed many times by the former regime of the Highway Commission, I have retained the Claim Numbers given in Mr. Sweeney's letter of March 27, 1927. This is the most logical presentation of his claims, and the use of those numbers will avoid confusion in examination of the records as those numbers have been referred to in the various records of the Highway Department.

However, Mr. Sweeney's letter of September 27, 1932, does not retain this system of numbering, but I have written the original claim numbers opposite the ones which he has used so that no confusion should result.

The following is an analysis of the claim with quotations from J. W. Sweeney's letter of March 27, 1928, italicized:

BOARD FURNISHED STATE EMPLOYEES: - BOARD, TENTS AND BEDDING WERE FURNISHED DURING MARCH, APRIL, MAY AND JUNE, 1927, FOR STATE EMPLOYEES ENGAGED IN ENGINEERING AND QUARRY PROSPECTING WORK. BILLS IN THE AMOUNT OF $70.75, SHOWING NAMES AND DATES HAVE BEEN SUBMITTED TO THE HIGHWAY DEPARTMENT, BUT NO PAYMENT HAS BEEN MADE.

This claim has been paid on Commercial Voucher to the amount of $70.50, 25 ¢ being deducted for tobacco furnished.

CLAIM NO. 2: - FIRST ITEM - CULVERTS:

AT STATION 272 A 12" CULVERT WAS STAKED OUT IN THE BAD GROUND. THE PIPE WAS LAID AND LATER WAS DAMAGED BY SLIDES BLOCKING THE INLET AND DESTROYING THE ALIGNMENT, WHICH NECESSITATED RELAYING AT A COST OF $35.24. WE REQUEST THIS ITEM BE COVERED BY FORCE ACCOUNT, WHICH IS THE USUAL METHOD OF PAYMENT FOR SUCH WORK.

In this case the slide merely blocked the inlet to the pipe and did not destroy its alignment and consequently the removal of the slide was paid at unit prices which amounted to $24.65, therefore this item has been paid according to the contract.

CLAIM NO. 2 - SECOND ITEM:

AT STATION 198-25 WE EXCAVATED ACCORDING TO THE ENGINEERS STAKES A CULVERT INTAKE. AFTER THE WORK WAS COMPLETED AND OUR FORCES MOVED FROM THE SITE OF THE WORK, THE ENGINEER RESTAKED THE INTAKE TO LARGER DIMENSIONS. THIS ADDITIONAL WORK WAS DONE AT A COST OF $35.26, FOR WHICH AMOUNT WE RENDERED BILLS, BUT HAVE RECEIVED NO PAYMENT THEREON. WE SUBMIT THAT WORK OF THIS CHARACTER SHOULD BE CLASSED AS EXTRA WORK AND PAID FOR ACCORDINGLY.

This item has been paid in the estimate at unit prices in the amount of $34.77, practically equalling that claimed by the contractor.

CLAIM NO. 2 - THIRD ITEM:

THE ENGINEERS' ESTIMATES SUBMITTED, WHICH ARE THE BASIS OF PAYMENT TO SUBCONTRACTORS, SHOWS

1462 lin. ft. 12" culvert pipe at	$2.00 per foot	$2,924.00
582 lin. ft. 24" culvert pipe at	6.00 per foot	3,492.00
	Total	$6,416.00

AFTER INSTALLATION OF THE PIPE AND PAYMENT TO OUR EMPLOYEES, ON THE BASIS OF ENGINEERS' ESTIMATES, FOR SAID PIPE, THE PURPORTED FINAL ESTIMATE, AS A BASIS OF PAYMENT TO OURSELVES, SHOWS,

1311 lin. ft. 12" culvert pipe at	$2.00		$2,622.00
564 " " 24" " " "	6.00		3,384.00
		Total	$5,906.00

THE DIFFERENCE BETWEEN THE AMOUNTS IS $510.00 WHICH WE SUBMIT IS A JUST CHARGE AGAINST THE WORK, AS IT REPRESENTS OUR OUT OF POCKET EXPENSE, AS A DIRECT RESULT OF CONFLICTING ESTIMATES OF YOUR ENGINEERS. IT COULD NOT REASONABLY BE EXPECTED THAT A CONTRACTOR KEEP AN ENGINEERING ORGANIZATION ON THE JOB TO MEASURE UP THE VARIOUS ITEMS OF WORK AND MATERIALS.

I have carefully checked the monthly estimate given to the contractors and also the estimates furnished the court in the Pagan and Gassman suit and can find no estimate showing the decrease in 12" culvert pipe over the former estimate. The estimate for the 24" pipe was decreased 18 lineal

feet in the final estimate but the amount of 30" pipe was increased to compensate for the decrease. This change was occasioned because Mr. Sweeney during the job was allowed to substitute the 30" pipe for the 24" pipe, with the understanding that it would be carried in the records as 24" pipe, but upon making the final estimate it was thought advisable to pay for this pipe according to its actual dimensions, and to overlook any agreement which Mr. Sweeney might have made regarding the substitution for the smaller size, therefore Mr. Sweeney's claim that the over payment to the sub-contractors was caused by the engineer's estimate was not substantiated by the records.

CLAIM NO. 2 - FOURTH ITEM:

DUE TO CHANGES AND ELIMINATION IN THE LENGTH AND POSITION OF PIPE CULVERTS THERE WAS A SURPLUS OF 147 LINEAL FEET OF CULVERT PIPE OVER THE AMOUNT ORDERED BY THE ENGINEER. THIS PIPE WAS ORDERED BY THE ENGINEER TO BE SENT FOR USE ON AN ADJOINING CONTRACT. THE COST OF HAULING THIS PIPE FROM BROOKINGS TO OUR CAMP #2 was $70.20 FOR WHICH WE RECEIVED NO REMUNERATION.

H. W. Libby's letter of April 9, 1928: "Due to changes in the amount of pipe a surplus of 147 feet was found and this was hauled as he says to Englehart's job. As he bought his pipe in Brookings and hauled it himself and his Englehart bought his pipe from the same place but delivered on to the job and as Englehart paid Collins the pipe contractor, for this pipe, the charge which Mr. Sweeney had properly shown should have been against Collins and Mr. Sweeney should have seen that it was taken care of when he settled up with Collins. However, I understand that the State paid for pipe left over on Unit #1, then possibly it would have had to pay for this if it had been left on the ground and since we failed to get Collins to deduct this claim of $70.20 from Mr. Sweeney's account, we may be obligated in this amount."

Since the Department Engineers apparently ordered this pipe moved to another job and failed to get Collins to deduct this amount, and since Sweeney settled with Collins under threat of a suit, it appears that this claim could be legitmately paid and it is so recommended in the full amount of $70.20.

CLAIM NO. 2 - FIFTH ITEM:

AFTER THE SURPLUS PIPE WAS REMOVED FROM THE LIMITS OF OUR PROJECT THE ENGINEER ORDERED A 24 ft. EXTENSION TO THE 18" PIPE CULVERT AT STATION 199-62. THIS ADDITIONAL PIPE WAS HAULED FROM CONTRACTOR ENGLEHART'S CAMP, WHERE IT HAD PREVIOUSLY BEEN MOVED FROM OUR CAMP. ON THE PURPORTED FINAL ESTIMATE THERE HAS BEEN DEDUCTED $65.28 or at the rate of $2.72 per foot. WE SUBMIT THAT THE STATE SHOULD DEDUCT ONLY $1.50 PER FOOT, OR $36.00, WHICH REPRESENTS THE VALUE OF THE PIPE, AND THAT WE SHOULD BE PAID ALSO $10.80 WHICH REPRESENTS THE COST OF AGAIN HAULING THE PIPE TO THE SIDE OF THE WORK. THE DIFFERENCE BETWEEN THE AMOUNT ESTIMATED AND THE PROPER COMPENSATION BEING $45.08, FOR WHICH AMOUNT CLAIMS IS HEREBY BEING MADE.

This claim has been paid by corrections in the final estimates in the amount of $29.28. The cost of hauling, $10.80 having been deducted, as that cost was no greater than tho the pipe had been hauled from Brookings as the contractor contemplated, therefore this claim has been fairly taken care of.

CLAIM NO. 2 - SIXTH ITEM

EXTENDING CONCRETE PIPE CULVERTS ORIGINALLY STAKED TOO SHORT. PAGAN AND GASSMAN'S BILL AGAINST J. W. SWEENEY CONSTRUCTION CO. AT STATIONS 129-50, 138, 143, 144-50, 144, 173, 302, 310 & 311-75. THESE CULVERTS WERE ORDERED EXTENDED BY ENGINEER IN CHARGE, AFTER THEY WERE COMPLETED, AT A COST TO US OF $52.10. THE EXTRA COST OF LABOR SHOULD BE PAID FOR AS FORCE ACCOUNT, AND CLAIM IS MADE FOR THIS AMOUNT.

This claim has been fully settled in Force Order #12.

CLAIM NO. 2 - SEVENTH ITEM:

EXCAVATING AND FILLING ROCK DRAINS AT STATIONS 138,141,141-03 143, 254, 293, 311 and 366. THIS IS FOR EXTRA WORK ORDERED BY ENGINEER. THE WORK WAS DONE BY PAGAN AND GASSMAN AND BILLED US. COST $87.31, CLAIM IS MADE FOR THIS AMOUNT.

This has been paid for in the final estimate at unit price in the total amount of $97.17, thus paying more than the cost of the work as claimed.

CLAIM NO. 3 - CLEARING & GRUBBING:

WE REQUEST A REMEASUREMENT OF THE EXTRA CLEARING ON THE ENTIRE PROJECT FOR THE REASON THAT CLEARING HAS BEEN ESTIMATED ONLY IN PLACES WHERE THE FORFST COVER WAS EXTREMELY HEAVY, SUCH AS AT PIPE ENDS AND IN DRAWS WHERE THE SLOPES EXTEND FARTHEST FROM THE RIGHT OF WAY LINE. OUR ESTIMATE WAS BASED ON THE AVERAGE OF THE CLEARING OVER THE ENTIRE PROJECT, AND WE RESPECTFULLY SUBMIT THAT THIS METHOD SHOULD BE APPLIED IN COMPUTING THE EXTRA CLEARING. WE BELIEVE, IN THE ABSENCE OF THE EXACT MEASUREMENT THAT THE AVERAGE OF THE SLOPES OF CUTS AND FILLS, WHICH EXTEND BEYOND THE LIMITS OF THE 60 FT. RIGHT OF WAY IS EQUAL TO A STRIP OF AT LEAST 20 FEET OF AVERAGE WIDTH, WHICH WOULD BE EQUAL TO 13.9 ACRES. THE PURPORTED FINAL ESTIMATE SHOWS ONLY 8.34 ACRES EXTRA CLEARING, OF WHICH .26 ACRES WAS ON COUNTY ROAD CONNECTION ON MOORE PLACE, AND EXTRA WORK OUTSIDE OF OUR CONTRACT (STA. 458). WE MAKE CLAIM FOR 5.82 ACRES OF EXTRA CLEARING AT $400.00 per acre or $2,328.00 AND RESPECTFULLY REQUEST A RE* MEASUREMENT OF SAME.

The final estimate for clearing was made up as follows:

Clearing and Grubbing (Lump Sum)	$16,000.00
6.7 extra acres at $400.00 per acre	2,680.00
.26 Acres Extra clearing for county road charge	104.00
	$18,784.00
Clearing Windfalls and Dangerous Trees	$ 503.09
" on Fill at $200.00	21.08

By this estimate the contractor is paid for full width of right of way in clearing and grubbing, plus the actual extra clearing as staked. Contractor bases his claim for $2,328.00 on an estimated strip 20 ft. wide over the entire job and asks for a remeasurement. This was done by Johnson in May, 1928, who found .21 acres less than Libby had given, so the estimate was based upon Libby's figures. Therefore the contractor's claim for $2,328 for 5.82 acres of extra clearing is rejected.

CLAIM NO. 4 - CRUSHER INSTALLATIONS:

YOUR PROPOSALS AND PLANS WHICH WE BID ON CALLS FOR THE INSTALLATION OF BOX CULVERTS AMOUNTING TO 1220 CUBIC YARDS OF CLASS "A" CONCRETE. WITH A VIEW OF SUPPLYING AGGREGATE FOR THIS WORK WE INSTALLED A CRUSHING PLANT OPPOSITE STATION 300. THE ROCK AT THIS SITE WAS SAMPLED, TESTED AND APPROVED BY YOUR ENGINEERING ORGANIZATION BEFORE THE INSTALLATION OF THIS PLANT. NO SOONER HAD WE GOT IN OPERATION THAN YOUR ENGINEERS MADE CHANGES IN THE AMOUNT OF CONCRETE TO BE PLACED, CHANGING THE AMOUNT FROM 1220 CUBIC YARDS TO 361.81 CUBIC YARDS. BEFORE THE CHANGE WAS MADE THE MATERIALS WERE REJECTED FOR USE BY YOUR ENGINEERING ORGANIZATION WHO HAD FORMERLY APPROVED THEM. HAD WE KNOWN THAT THE YARDAGE OF CONCRETE WOULD BE REDUCED IN THIS PROPORTION WE NEVER SHOULD HAVE INSTALLED THE PLANT.

WE ARE NOT NOW ASKING FOR ANTICIPATED PROFIT ON THE WORK ELIMINATED, BUT REQUEST PAYMENT FOR OUR OUT OF POCKET COST FOR THIS CRUSHER INSTALLATION, WHICH AMOUNTS TO $ 2,048.81, ACCORDING TO OUR BOOKS, WHICH ARE OPEN TO YOUR INSPECTION.

IT WILL READILY BE SEEN THAT THE COST OF THE WORK PERFORMED, AS A RESUL OF THESE CHANGES, WAS MATERIALLY INCREASED, AND WE ASK THAT JUST COMPENSATION BE MADE.

The plans for the work which were furnished to the contractor as a basis upon which to compute his bid called for a total of 1220 cubic yards of concrete, and with the exception that that large yardage of concrete would be placed, the contractor went to the expense of installing a crushing plant to manufacture the necessary aggregate. The cost of this installation was $1,183.64, which figures $0.97 for each cubic yard of concrete planned to be placed. In the work as actually executed, however, only 362 cubic yards of concrete were used, and on this yardage the cost of the crusher installation figures $3.27. The contractor has, therefore, on account of the change in plans which reduced the quantity of concrete required, had to assume an extra cost of $2.30 on each of the 362 cubic yards of concrete placed; a total extra expense of $ 832.60.

As this extra expense to the contractor was occasioned solely by changes in plans made subsequent to the execution of the contract, it is considered fair and equitable to reimburse the contractor for the same. As an offset to this extra cost, however, there has been a saving to the contractor of $1.00 per cubic yard on 120 cubic yards of sand obtained by the contractor from the Chetco River near Brookings due to the greater economy in obtaining the sand from that source than in producing crushed screenings as the contractor had contemplated. This saving of $120.00 reduced the

total extra cost to the contractor from $832.60 to 712.60.

The amount of $712.60 has been included in the semi-final estimates (under the item, adjustments of extra expense due to alterations and details of construction) and payments for this item have been accepted by the contractor. I would consider this method of adjusting the claim would be fair and equitable.

CLAIM NO. 5 - EXTRA CEMENT:-

IN THE CONSTRUCTION OF BOX CULVERTS WE WERE REQUIRED TO USE 362 SACKS OF CEMENT, OVER AND ABOVE THE AMOUNT REQUIRED FOR THE SPECIFIED MIXTURE. THIS EXTRA CEMENT COST US AT THE SITE OF THE WORK $1.17 PER SACK, OR $423.54. THE CONCRETE WAS MADE UNDER THE DIRECTION OF YOUR INSPECTORS, WITH MATERIAL APPROVED BY THEM. WE USED ADDITIONAL SAND, OVER AND ABOVE THE SPECIFIED AMOUNTS WHEREVER REQUIRED TO DO SO, AND AS A RESULT OF THE CONTINUAL CHANGING OF THE PROPORTIONS OF THE CONCRETE MIXTURE OUR LABOR COSTS WERE CONSIDERABLY INCREASED. WE ARE MAKING NO CLAIM FOR THE EXTRA SAND AND LABOR, BUT BELIEVE WE SHOULD BE REIMBURSED FOR THE COST OF THE EXTRA CEMENT USED.

This claim was adjusted on a 50% basis between the contractor and the Highway Department and paid as Force Order #11 for $211.19. Mr. Sweeney in accepting the Force Order and billing us on his own bill head for one-half of the extra amount used certainly indicated his acceptance of this manner of settlement,and I recommend against reopening the claim which has been clearly settled at one time.

CLAIM NO. 6 - ROCK APPROACH TO BOX CULVERT, STATION 247.

THIS IS A SPECIAL CASE WHERE IN THE EXCAVATION FOR AN INLET INTO A BOX CULVERT IT WAS NECESSARY TO INSTALL DIVERSION DAM AND FLUME TO DIVERT WATER FROM THE CREEK. EXCAVATION WAS MADE IN SOLID ROCK. PAYMENT WAS MADE AT OUR EXCAVATION PRICE OF 67¢ PER CUBIC YARD. WE SUBMIT THAT IN CASES OF THIS KIND, WHICH INVOLVE SPECIAL CONSTRUCTION FEATURES, THAT THE WORK SHOULD BE DONE ON A FORCE ACCOUNT BASIS. OUR COST FOR THIS WORK, OVER AND ABOVE THE AMOUNT ESTIMATED, WAS $250.00 AND WE REQUEST ALLOWANCE IN THE AMOUNT BE MADE.

I have examined the culvert mentioned by Mr. Sweeney and can visualize no problems of installation which were not to be anticipated under the contract and therefore the claim should not be allowed.

CLAIM NO. 7 - Mr. Sweeney's letter March 27, 1926:

"INTERFERENCES" - THE HEAVY WORK BETWEEN STATIONS 238 and STATION 259 WAS SUBLET TO PECATOR BROS. STATION MEN WHO OPENED UP THE WORK BY THE USE OF A TRAP TUNNEL IN THE CUT AT STATION 244 and STATION 230. THESE CUST ARE IN A VERY SLIPPERY SERPENTINE FORMATION. WHEN THE GROUND BECAME SATURATED TO THE EXTENT THAT IT WAS HAZARDOUS TO WORK MEN IN THESE FORMATIONS THEY MOVED TO CUT AT STATION 246, WHICH IS OF STABLE AND DRY MATERIAL. THE ENGINEER IN CHARGE AT THAT TIME WOULD NOT PERMIT THE MEN TO OPEN UP THIS CUT. AS A RESULT OF THIS UNWARRANTED INTERFERENCE ON THE

PART OF THE ENGINEER IN CHARGE, THE STATION MEN THREW UP THEIR CONTRACT AND LEFT THE WORK UNFINISHED AND IT WAS NECESSARY TO COMPLETE THE WORK BY DAY LABOR. THIS ALSO CAUSED DELAY IN THE COMPLETION OF THE CONTRACT, NECESSITATING THE MAINTENANCE OF AN ORGANIZATION ON THE WORK THE FOLLOWING THUS NECESSITATING THE REMOVAL OF NUMEROUS SLIDES AT OUR EXCAVATION PRICE OF 67¢ PER CUBIC YARD. AS A DIRECT RESULT OF THIS INTERFERENCE WITH OUR NORMAL PLANS FOR COMPLETING THE WORK, WE SUFFERED A LOSS OF $5,845.27 FOR WHICH WE ASK COMPENSATION."

H. W. Libby's letter - April 9, 1928.

"At this point there were three cuts, two on either end of the work, of good size and one at 246 of about 900 cubic yards as cross sectional. All this material was to go in the fill between stations 245-247. The north cut was in fairly dry and good material and there was no reason why it could not have been worked whenever the weather was such that any work was done. The south cut became saturated and while it was in this condition the subs started a trap tunnel against my advise and then threw up the job before they finished it. A greater part of the time they were working the tunnel they might have been to work in the north cut. I would not allow them to open the 900 yards at 246 as I wanted to save it to top the fill with and also I wanted to wait and see just how much would be needed to complete the fill after the others were out, and I could stake the small cut at such a slope as would give the proper amount. Mr. Sweeney made no objections to my holding this cut at the time and in fact did not care as he realized as well as I did that if the subs had been allowed to work out the small dry shell rock out when it was finished they would demand a settlement and leave as they would have completed that part of the work on which they could make money. The actual cause of the subs leaving was not due to any interference on my part but to subs own realization that they could not make money on the work at the figures which they had it."

J. W. SWEENEY'S LETTER JULY 5, 1928:

"WE SUBMITTED THIS CLAIM ON THE ASSUMPTION THAT PROPER AND IMPARTIAL INVESTIGATION WOULD BE MADE WHICH WE BELIEVE HAD NOT BEEN DONE. WE NOW STATE THAT THE RESIDENT ENGINEER WAS GUILTY OF WANTON INTERFERENCE WITH THE SUBCONTRACTORS WORK AND DID EVERYTHING IN HIS POWER TO CAUSE THE SUB-CONTRACTORS TO ABANDON THE WORK AND THAT AFTER ACCOMPLISHING THIS PURPOSE HE PERMITTED THE WORK TO BE HANDLED IN ANY MANNER THE WORKMEN SAW FIT. THE MATERIALS RESERVED FOR TOPPING FILL WERE NOT SO USED BUT WERE PLACED IN THE BODY OF THE FILLS. CONDITIONS OF THIS CHARACTER AFFECT DIRECTLY THE COST OF THE WORK AND SHOULD NOT BE DISMISSED WITHOUT SERIOUS CONSIDERATION."

This argument of the contractor is purely speculative and would have no legal bearing in the case. It assumes that the station men would have finished their work had not the engineer insisted that certain order of excavation be followed. The contract permits the engineer to reserve material for topping or other purposes and the engineer merely followed good construction practice in doing so.

I recommend that this claim be rejected.

CLAIM NO. 8 - CHANGE IN HAUL OF MATERIAL:

WE SUBCONTRACTED THE WORK BETWEEN STATION 220 and 230, AND AFTER THE CONTRACT WAS MADE THE ENGINEER CHANGED THE ALIGNMENT AND GRADE, REQUIRING THE MATERIAL TO BE HAULED UPHILL, INSTEAD OF DOWN HILL, AS WAS THE PLAN UPON WHICH OUR BID WAS MADE. THE YARDAGE INVOLVED BETWEEN THESE LIMITS IS APPROXIMATELY OVER 10,000 CUBIC YARDS, AND WE ESTIMATE THE DIFFERENCE IN COST BETWEEN MOVING MATERIAL DOWN HILL AND UP HILL TO BE 10¢ PER CUBIC YARD.

WE ARE NOW FACING LITIGATION WITH THE SUB-CONTRACTOR AS A RESULT OF THIS CHANGE, AND REQUEST THAT WE BE PAID FOR THIS EXTRA COST WHICH AMOUNTS TO APPROXIMATELY $1,000.00.

Mr. Sweeney states that he had paid sub-contractor Walter Condron $200 bonus in order to effect a temporary settlement and agreed to secure the full amount claimed. Line changes were made before the sub-contractor had started work and therefore they had an opportunity to reconsider the work, but they had moved their equipment to the job and evidently did not consider the charge serious enough to stand the expense of moving their equipment back to Marshfield. It is impossible to estimate the cost of the extra up hill haul but it is quite evident that the $200.00 fully recompensed him or he would have preferred to move back to Marshfield and not start the work. I would therefore recommend that Mr. Sweeney be reimbursed the $200.00 upon the presentation of voucher showing that he had paid Condron that amount extra as a settlement.

CLAIM NO. 9 - OVERHAUL:

WE REQUEST A RECHECK OF THE QUANTITIES ALLOWED AS OVERHAUL. THE ACTUAL QUANTITIES MOVED, AS SHOWN ON THE PURPORTED FINAL ESTIMATE IS 11,245 CUBIC YARDS IN EXCESS OF THE PROFILE QUANTITIES, AND THE OVERHAUL, AS ALLOWED ON THE SAID ESTIMATE IS 42,265 STATION YARDS LESS THAN THE PROFILE QUANTITIES. WE KNOW OF NO PLACE WHERE THE ACTUAL LIMITS OF HAUL HAVE BEEN MATERIALLY DECREASED FROM THE ORIGINAL PLAN OF DISTRIBUTION, AS SHOWN ON THE PROFILE AND BELIEVE A RECHECK OF THIS ITEM WILL SHOW APPROXIMATELY 40,000 STATION YARDS OF OVERHAUL THAT HAS NOT BEEN INCLUDED IN THE EXTIMATE.

The overhaul quantities have been carefully re-checked and have been paid as measured, therefore Mr. Sweeney is mistaken in his assumption in so far as measured quantities are concerned. Were his claim for additional yardage to be substantiated the overhaul would probably vary also.

CLAIM NO. 10 - REMOVING WINDFALLS.

ON FEBRUARY 3 and 4, 1926, THE AREA UNDER CONSTRUCTION WAS VISITED BY A WIND AND RAIN STORM, WHICH BROUGHT TREES, LIMBS AND DEBRIS ONTO THE ROADWAY, BETWEEN STATIONS 160 and 380. UNDER DATE OF JULY 15, 1927, I SIGNED A PRICE AGREEMENT, IN THE AMOUNT OF $1,000.00 BASED ON THE ESTIMATE OF YOUR RESIDENT ENGINEER, COVERING THE CLEARING UP AND BURNING OF THE TIMBER AND DEBRIS WHICH LITTERED THE RIGHT OF WAY. THE WORK WAS PROMPTLY DONE, BUT NO PAYMENT HAS BEEN MADE FOR THIS ITEM. THE AGREEMENT WAS APPROVED BY RESIDENT ENGINEER, AND WE CAN SEE NO REASON WHY THE $1,000.00 DUE US SHOULD BE LONGER RETAINED.

The blow down of February 3 and 4 was handled in the estimates as extra clearing and 2½ acres at $400.00 per acre total $1,000.00 was allowed, therefore it is evident that this claim has been fully settled.

CLAIM NO. 11 - SLIDING FILLS, SATION 191 to 206.

THE FILLS AT STATION 194 and STATION 200 WERE CONSTRUCTED ORIGINALLY OF SERPENTINE MATERIAL WHICH SUBSIDED AND SLID OUT REPEATEDLY. THE MATERIAL NECESSARY TO BUILD UP OR RECONSTRUCT THE FILLS WERE ORDERED TAKEN FROM ADJOINING SERPENTINE CUTS, INSTEAD OF FROM EASY MOVING MATERIAL OF A STABLE CHARACTER WHICH WERE AVAILABLE NEARBY.

THIS PORTION OF THE WORK WAS LET TO STATION MEN, WHO ABANDONED THE WORK ON ACCOUNT OF THESE CONDITIONS. THE WORK WAS SUBLET THE SECOND TIME AND WAS ABANDONED FOR THE REASON THAT THE SLOPE STAKES WERE BEING CONTINUALLY CHANGED, FORCING US TO FINISH SAME BY DAY LABOR AT A GREAT INCREASE OF COST.

DUE TO THE ATTEMPT OF YOUR ENGINEERS TO CONSTRUCT THESE EMBANKMENTS USING UNSTABLE MATERIALS, WHERE SATISFACTORY MATERIALS WERE AVAILABLE CAUSED US TO MOVE APPROXIMATELY 5,000 CUBIC YARDS OF SERPENTINE MATERIAL AT AN INCREASED COST OF $1.00 PER CUBIC YARD OVER WHAT SATISFACTORY MATERIAL, WHICH WERE AVAILABLE, BUT THE USE OF WHICH WERE DENIED US, COULD HAVE BEEN HANDLED.

WE SUBMIT THAT MATERIALS, SUCH AS WERE ENCOUNTERED ON THIS SECTION OF THE PROJECT, WHEN HANDLED UNDER THE CONDITIONS IMPOSED UPON US, ARE NOT REPRESENTATIVE OF THE WORK, AND SHOULD BE PAID FOR AT A RATE COMMENSURATE WITH THE COST OF REMOVAL. WE THEREFORE MAKE CLAIM FOR THE ADDITIONAL COST OF REMOVING APPROXIMATELY 5,000 CUBIC YARDS AT $1.00 PER YARD, OR $5,000.00.

I have examined the location and final profile of this section on the ground and found they were practically identical and show little change from that contemplated in the contract. Geologists Hodge and Swartley state that there is absolutely no serpentine on the entire contract. Mr. Sweeney told me that he had trouble in sub-letting this work and that the station men who looked at it would not take it unless the line change was made to avoid the soggy cuts. As it is impossible to locate our highways for the convenience of the contractors a considerable portion of this sub-contract had to be handled by Sweeney himself. Everything possible was done to facilitate the handling of this material but the topography of the locality did not permit of avoiding it entirely.

It is quite evident that little change has been made in the original location on this section, therefore the cost of moving must be reflected in the original bid prices and the contractor has no claim for extra compensation and I recommend that his claim be rejected.

CLAIM NO. 12 - DRAIN DITCH STATION 196 - 198:

WE CONSTRUCTED UNDER THE ORDERS OF THE ENGINEER A DIVERSION DITCH, BEYOND THE RIGHT OF WAY LIMITS, TO DIVERT THE FLOW OF WATER FROM

SMALL CREEKS INTO A CULVERT AT STATION 198-25. FORCE ACCOUNT BILLS COVERING OUR OUT OF POCKET COST IN THE AMOUNT OF $136.54, WERE SUBMITTED, BUT WERE NEVER PAID. OUR ONLY COMPENSATION FOR THIS WORK WAS A SMALL AMOUNT OF YARDAGE ALLOWED WHICH WOULD HARDLY COVER THE COST OF CLEARING AND GRUBBING.

This claim was paid in the estimated contract price in the amount of $278.35. The contract fully provides for the construction of diversion ditches at contract prices and conditions are no different on this contract than on any other. Such claims must be rejected or our whole contractural structure will fall to the ground.

CLAIM NO. 13 - EXTRA WORK STATION 200:

AT THE TOE OF FILL AT STATION 200, WE CONSTRUCTED ON A FORCE ACCOUNT BASIS, 90 LINEAL FEET OF 12" DRAIN TILE. THE COST OF THIS WORK FOLLOWS:

Cost of Labor	$72.52
Cost of Pipe	72.00
Cost of cartage	36.00
Total	$180.52

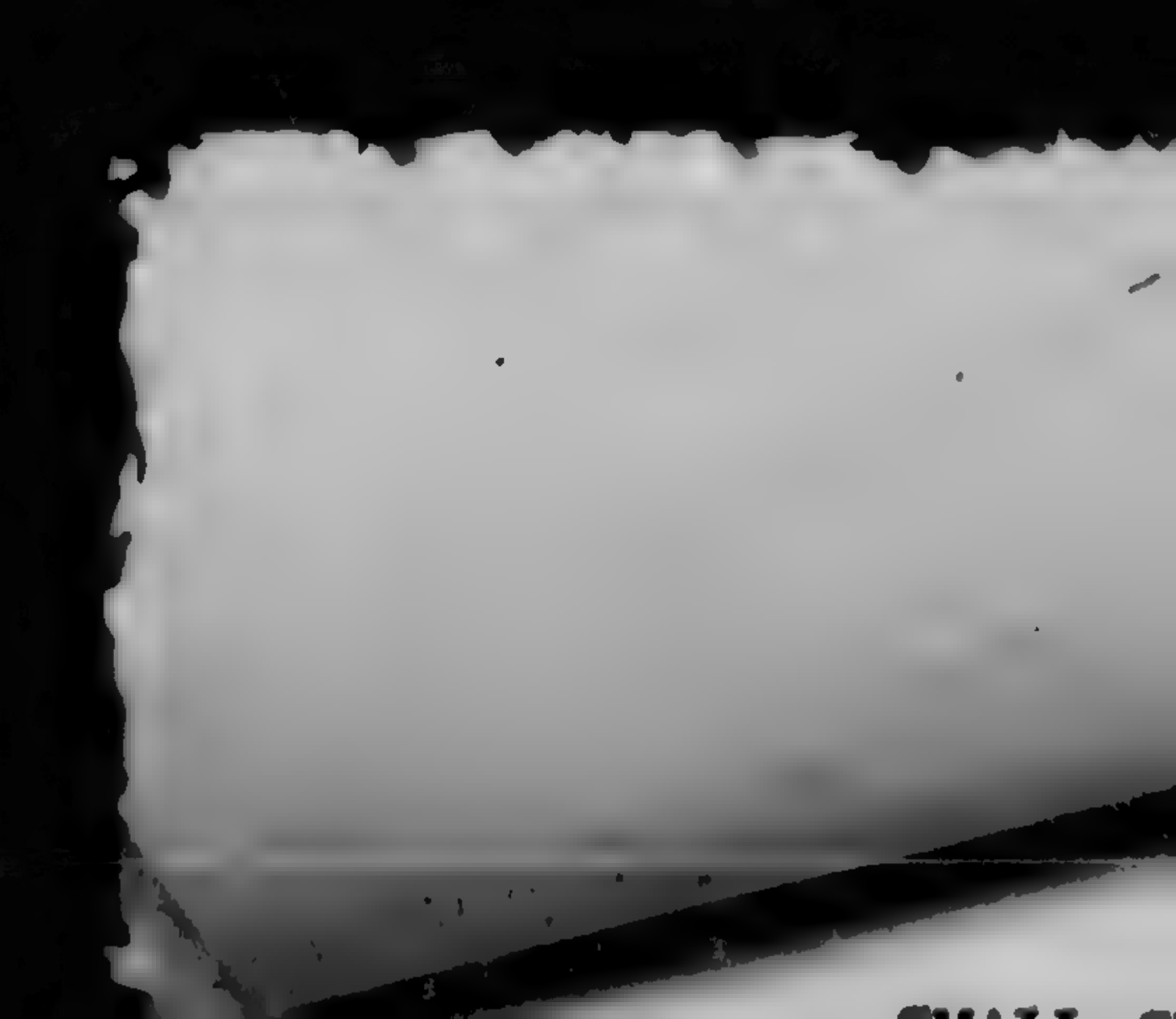
WE WERE ALLOWED $180.00 FOR THIS WORK. NO PERCENTAGES BEING ALLOWED TO COVER SUPERINTENDENCE, USE OF TOOLS INSURANCE, ETC. WE REQUEST THAT PAYMENT BE MADE, AS PROVIDED IN THE SPECIFICATIONS FOR EXTRA WORK, WHICH WOULD MAKE THE AMOUNT $203.30, OR A DIFFERENCE OF $23.30 FROM THE AMOUNT ALLOWED.

This claim was paid by contract prices to the amount of $180.52 and it is recommended that this be considered as final as there is no justification for Force Account.

CLAIM NO. 14 - RESLOPING:

IN JUNE, JULY AND AUGUST, 1926, WE FINISHED SLOPING OF CUTS AT STATION 264 and STATION 300, WHICH WERE STAKED ON SLOPES 3/4 to 1. DUE TO SLOUGHING OF THE CUT SLOPES AND SLIDES, THE CUT SLOPES LATER WERE RESTAKED TO SLOPES OF 1 to 1. WE AGAIN CHISSELED DOWN THE SLOPES AND SUBMITTED BILLS IN THE AMOUNT OF $499.76, COVERING THE COST THEREFOR, BUT WE HAVE NEVER RECEIVED PAYMENT. WE SUBMIT THAT THE YARDAGE BETWEEN SLOPES 3/4 to 1 and 1 on 1 IS SUFFICIENT TO JUSTIFY US DOING THIS ADDITIONAL SLOPING WITHOUT COMPENSATION THEREFOR. UNDER WORK APPROVED BY YOUR ENGINEERS' ORDER NO. 6, WE COMPLETED RESLOPING VARIOUS CUTS AND SUBMITTED, IN JULY AND AUGUST, 1927, BILLS IN THE AMOUNTS OF $955.01 COVERING THE COST OF THE EXTRA WORK. WE HAVE RECEIVED THEREFOR NO PAYMENT AND REQUEST EARLY PAYMENT OF THESE LONG OVERDUE ACCOUNTS.

I find that $492.73 has been paid by Extra Work Orders for resloping the cuts between Station 284 and 300, and that the total of $1,015.80 has been paid on Extra Work Order #6. Therefore it is evident that both of these claims mentioned by Mr. Sweeney have been paid.



CLAIM NO. 15 - MAINTENANCE OF COMPLETED ROADWAY:

DURING THE WINTER OF 1926 and 1927, WE MAINTAINED WATCHMEN TO KEEP OPEN THE DITCHES AND CULVERTS ON THE COMPLETED PORTION OF THE WORK. THE WORK WAS UNDERTAKEN UNDER WORK ORDERS SIGNED BY THE RESIDENT ENGINEER. THE COST OF THIS WORK WAS $160.70 FOR WHICH NO PAYMENT HAS BEEN MADE.

The contract provides that during periods of winter shut-down the contractors must keep all ditches open and protect the work from damage and deterioration. It would appear that this claim is a part of the contract and should not be handled separately.

CLAIM NO. 16 - DITCH EXCAVATION:

WE WERE ORDERED TO CONSTRUCT A SURFACE DITCH ON THE MOUNTAIN SIDE, ABOVE CUT AT STATION 200, WHICH DITCH WAS NOT SHOWN ON THE PLANS. THIS INVOLVED HAND WORK AT AN EXPENSE TO US OF $75.98, FOR WHICH WE HAVE RECEIVED NO COMPENSATION.

The amount allowed under contract for this ditch amounts to $71.50. Mr. Sweeney's records do not seem to be clear in this case as his original claim was for $75.98 for the entire cost of the work which practically equals the amount allowed on the estimate. His letter of September 27, however, states that the difference in the amount allowed is still $99.85.

The contract provides that such work be done at the unit price bid, therefore there would seem to be no reason why an exception should have been made in this case.

CLAIM NO. 17 - CULVERT EXCAVATION AT STATION 220:

AT STATION 220 WE MADE EXCAVATION IN SOFT GROUND, REQUIRING TIMBERING A TRENCH ABOUT 10 FEET DEEP. PIPE WAS LAID IN THE TRENCH AND WE WERE REQUIRED TO HAUL MATERIAL FOR BACKFILL. WE ACTUALLY MOVED 367 CU.YDS. OF EXCAVATION AT A COST OF $223.74. WE WERE PAID FOR 218 CU. YDS. AT 67¢ or $146.06. WE REQUEST PAYMENT FOR THE ACTUAL YARDAGE MOVED, WHICH MAKES A DIFFERENCE OF $99.83.

Culvert excavation work was paid for at the contract prices. The conditions do not entitle the contractor to any further allowance.

C L A I M "A"

Mr. Sweeney's letter of March 27, 1928, claims definite amount of $21,153.18, whereas his more recent petition (received Sept. 27, 1932) claims $45,524.41. This increase is attributed to errors in measurement which amount to $15,075.00 and a $8397.17 claim for the construction of the Pagan and Gassman rock crusher. As one of the contractor's Claims #4 in the amount of $2,048.81 was adjudicated in a logical manner on the basis of yardage anticipated and yardage actually used and the amount $712.60 arrived at as the remainder after crediting the proportionate cost of the material used, it is illogical to present this further claim which represents Mr. Sweeney's total cost in the Pagan and Gassman suit including court costs and legal fees.

Mr. Sweeney's further claim is based upon the fact that he was finally sued by Pagan and Gassman, sub-contractors, for the concrete work, and the $8,391.17 claim apparently includes court costs, legal fees, as well as such moneys as the court decided that he owed Pagan and Gassman. Mr. Sweeney's attempts to involve the Highway Department in this private suit between a sub-contractor and his principal by charging that it was abetted by the Highway Department and brought in the name of the State of Oregon. His confusion in this respect is caused by the heading of the complaint. "State of Oregon for the use and benefit of Albert Pagan," which was necessary in order to collect on Sweeney's bond which was with the State of Oregon. The State Highway took no part in the suit except that S. H. Probert, Office Engineer, was subpoened to appear with the estimates and records.

It appears that the department has been very fair in assuming some responsibility for the erection of the aggregate crusher and that nothing further can be granted with regard to the rest of the Pagan and Gassman Settlement. The Highway Department was not a party to any agreement or negotiations between Sweeney and his subcontractors and had no occasion or opportunity to appear in the attempted settlement or in the suit, and consequently cannot be held responsible for the cost or decision in the case. This entire matter has been settled in Claim #2 - 3rd item.

C L A I M "B"

With regard to the claim for $15,075.00 which is attributed to errors in measurement, I attach a letter and cross sections prepared by C. C. Kelley (Marked Exhibit "C") who made the remeasurement and analysis for Sweeney.

In this analysis made at least two years after the completion of the work, Kelley remeasures about ¼ of the yardage and then applies the same ratio to the whole, arriving at a difference of approximately 22,500 cubic yards. He admits that a considerable portion of this yardage had been moved by State maintenance forces in the interval between the completion of the work and his remeasurement but believes that only a nominal portion could have been moved by the state maintenance forces and suggests that this be arrived at by compromise in order to avoid the expense of further measurement.

MR. KELLEY STATES "IT IS BELIEVED THAT ONLY A NOMINAL PORTION OF THIS EXCESS YARDAGE WAS MOVED BY THE STATE MAINTENANCE FORCES AS A STUDY OF THE STATE RECORDS AS TO THE MANNER OF STAKING OUT THE WORK, AND THE SUBSEQUENT RE-MEASUREMENTS OF SLIDES DISCLOSES GROSS ERROR IN THE METHODS EMPLOYED."

"IN THE ORIGINAL STAKING OUT OF THE WORK, READINGS WERE TAKEN AND THE SLOPE STAKES WERE SET AT THE LIMITS OF THE THEORETICAL CROSS SECTION. NO EXTENDED READINGS OF THE ELEVATION OF HILLSIDE SLOPES ABOVE AND BEYOND THE NEXT CROSS SECTIONS WERE TAKEN AT THE TIME OF MAKING THE ORIGINAL STAKING AND REMEASUREMENT OF ROADBED QUANTITIES. WHEN SLIDES CAME INTO THE COMPLETED OR PARTLY COMPLETED ROADBED THE VOLUME OF SUCH MATERIAL WAS NOT MEASURED BEFORE REMOVAL. ATTEMPT WAS MADE TO MEASURE THE VOLUME OF SLIDES AFTER REMOVAL BUT WITHOUT REFERENCE OR COORDINATION TO THE ORIGINAL GROUND LINE. IT IS THEREFORE APPARENT THAT THE ELEMENT OF SETTLEMENT OR SUBSIDENCE OF THE MATERIAL WHICH REACHED THE ROADBED FROM ABOVE AND BEYOND THE UPPER CUT SLOPES HAS BEEN PARTLY OR WHOLLY IGNORED BY THE STATE ENGINEERS AND THAT PROPER ESTIMATE OF SUCH MATERIAL HAS NOT BEEN MADE."

"IN COMPARING OUR MEASUREMENTS WITH THOSE OF THE STATE, IT IS NOTICED THAT WE CHECK VERY CLOSELY THE VOLUME OF THE ORIGINAL ROADBED SECTION AND THE VOLUME OF THE SLIDES WHERE THERE WAS BUT LOCAL SLOUGHING OF THE CUT SLOPES, BUT ON THOSE SECTIONS WHERE THERE WAS A GENERAL MOVEMENT OR SUBSIDENCE OR SLIPPING OF THE HILLSIDE OUR MEASUREMENT IS GREATLY IN EXCESS OF THE STATES."

This theory of Mr. Kelley's would perhaps be substantiated in cases where the slides involved whole hillsides; but is completely refuted by his own cross sections, by the various remeasurements taken by the State, the reports of eminent geologists and by the manner of remeasuring the slides as shown by the state cross sections. From a careful study of the ground and the various cross sections it is apparent that Mr. Kelley based his conclusions on an illogical premisis.

An examination of the job shows that this section is in fairly stable material and that no extensive slides moving on a pronounced plane of slippage, and closing in the cut have occurred. The slides are relatively small in volume and consist of the breaking of the top of the cut bank, with such sloughing of the slope as attended the break and extending no more than 25 feet beyond the upper cross section. The cross sections and re-sloping claims show that a portion of these slides occurred after the cuts had been finished and sloped and that consequently they were measured and removed as a separate yardage having no connection with the original cut. Other slides apparently took place before the cuts were completely excavated and their volume is included in the remeasurement of the cut.

This method is accurate since there was no displacement of the original ground on which the final readings were taken, and the line of fracture was at a relatively short distance above the slopes. That there was no displacement of the original ground is fully agreed to by the Geologists Hodge and Swartley and must be conceeded from Mr. Kelley's method of measurement as he measured the volume of excavation in exactly the same manner as did the Highway Engineers, by plotting the slope line of the cuts from the highway center line as a base.

By a comparison of his plotted cross sections with those of the state it is clearly apparent that his excess yardage is merely based upon the amount which was moved by the State Maintenance Crews during the interval between the completion of the Sweeney Contract and the Kelley re-measurement. Kelley's remeasurements show a considerable error due to the omission of many intermediate sections at undulations in the ground, which were only visible before the surface had been disturbed, and since Kelley's remeasurement covers only $\frac{1}{4}$ of the job, all these accumulative errors are magnified 4 times in the final results. It is also evident that the $\frac{1}{4}$ of the work measured included nearly all the slides which had taken place prior to December, 1929, therefore it does not even give a true approximation of the yardage moved by contract and maintenance forces.

During 1927, 1928, 1929, the State maintenance forces spent $26,976.25 on slide removal between Pistol River and Brookings. No detailed reports are available for 1927 and 1928, but since a large portion of this distance is not subject to slides it is conservatively estimated that at least $9,000 was spent within the limits of the Sweeney contract.

Estimating this at $.45 per cu. yds. (the 1929 average price) gives 20,000 cu. yds. as the amount removed by the maintenance forces.

Therefore there is nothing either in Kelley's analysis or in the reports of Geologists Hodge and Swartley to permit of the inclusion of further yardage and therefore I must recommend that this portion of the claim be rejected.

C L A I M "C"

(Identical with #9) on letter of September 27, 1932.

COLLINS CONCRETE PIPE CO. EXTRA COST ACCOUNT SUIT BROUGHT. HAD WE RECEIVED OUR MONEY AS CONTRACT PROVIDED WE COULD HAVE PAID OUR ACCOUNTS.

An analysis of the estimates indicate that culverts were shown on estimate as soon as placed and that estimates were also given for pipe on hand so that there is absolutely no ground for such a claim.

C L A I M "D"

(Identical with #18) on letter of Sept. 27, 1932.

DELAY CAUSED BY WAITING FOR STATES PAYROLL FURNISHED.

I have been unable to find any payroll or data pertaining to this claim and hence am compelled to reject it on grounds of insufficient evidence to substantiate state expenditure.

From the foregoing analysis it is clear that everything has been allowed Sweeney that it is possible to do so under his contract, with the exception of Claim #8, where recommendations are made that Sweeney be recompensed advances made to Walter Condron in the amount of $200.00 and Claim #2-4th item, where he be allowed $70.20.

Therefore I consider that the estimates on Unit #3 Burnt-Hill Chetco Section represent a complete payment for that work with the exception of the above mentioned $270.20.

Yours very truly,

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/H

RECEIVED
DEC 5 1932

OREGON HIGHWAY COMMISSION
SALEM, OREGON

Gentlemen:

Complying with your request that I make an examination of a certain section of State road in Curry county, I did so on November 25th and 26th, 1932. The party consisted of H. G. Smith, Construction Engineer, H. W. Libby, Locating Engineer, E. T. Hodge, Department of Geology, O. S. C. and myself.

The section to be examined extended from station 109 to station 380, a part of the Oregon Coast highway north of the Chetco river in Curry county. The elevation of this road is about 1000 feet above sea level, away from but frequently within sight of the ocean and largely in a forested area.

This section was graded by John Sweeney under contract with the State Highway Commission in the years 1926 and 1927. The work was closed down when the heavy rains began in the late fall of 1926 and resumed in the following spring of 1927.

Such slides as occured were remeasured and additional yardage allowed the contractor. These slides were removed during the season of 1927.

The contractor, according to Engineers Smith and Libby, is not satisfied with the amount of additional yardage allowed him due to slides and makes the following claim:

That the earth and rocks on the upper side of the roadway were in a state of flux and as yardage was removed additional material came in

due to a general movement of the area above the roadway. Since payments are made only upon measurements of definite pits or openings or subsidences and only in the immediate vicinity of the work, the material slowly moving in would be incapable of measurement and due to this movement the contractor contends, more material was excavated by him than was measured.

It would appear that should the whole hillside move including the centre line of the road no appreciable additional excavation would be required that would not be disclosed by a restaking of the center line.

Additional unmeasurable yardage within the survey limits could occur under the contractors theory of a state of flux in any particular cut only during the period of the original first year excavation or during the period of the excavation of the winter slides the following season.

Hillside slopes previous to excavating a notch in the side such as a road, have reached and usually are less than the angle of repose for the particular material in each hillside. These slopes are made less than the angle of repose by the erosive action of rainfall and other weather agencies.

The cutting of a notch in a hillside removes some of the support of the hillside above the notch thus tending toward instability.

But we know that the natural hillside must have at least reached an angle of repose for the worst part of the year, that is, the long protracted rainy season, and therefore a much flatter angle than is necessary for stability during the dryer summer season when lubrication by water is much less.

With a much flatter angle than necessary, excavating a notch in a hillside does not, in the summer time, create instability except locally

in the banks where the engineers have designed a slope too steep for the material found. Where this occurs a slide comes down and as long as the weather remains the same no further movement occurs.

After the rainy season comes, with water in the soil and joint planes of the rock a more fluid condition is created. Lubrication by water lessens frictional values so that the material above the roadway excavation becomes unstable and when the instability is such as to overcome the inertia of the mass a slide occurs.

This slide is rarely slow and creeping but rather a pronounced movement soon over with, lesser slides coming later until all action ceases, the slope having reached a new angle of repose under the conditions then existing.

These slides even where large have well defined limits, are easily observable and measurable. When the roadway notch has been filled or partially so and stability reached movement largely ceases.

The coefficient of friction is greatest just at time when movement is about to occur and is reduced when the mass is once in motion, therefore a mass once in motion keeps coming and usually accelerates until stopped by some obstruction such as the filling up of the road or the arriving on a slope too flat to permit movement.

We are therefore forced to conclude that because of erosion the angle of repose being steeper than the slope of the hillside even in wet weather the removal of support by excavating a notch in the hillside may make the mass unstable the underside of which mass on its lower edge would be at or above the upper ditch line. And since the angle or slope of repose is steeper than the natural slope of the ground a line at any place

in this steeper slope of repose beginning at or above the ditch line would soon emerge at the surface above which emergence movement would not take place.

In other words from the above line of reasoning slides are definite movements, not slow and creeping, have well-defined limits the outer edges of which are observable and reasonably close to the right of way and are capable of being measured with close approximation as to correct volume.

Any other line of reasoning would require us to conceive of hillside subsidence being similar to water subsidence in a lake or stream above a dam or rapids after a storm.

With these ideas partially in mind we inspected the road, the upper banks and at essential places the area above the right of way.

We found sediments and volcanics to be the prevailing rock exposures. The less stable of all are the black carbonaceous shales. No true serpentine was observed. The volcanics are predominately trachyte and ryolite and other light colored stable rocks. A further of detailed study of the geology is not pertinent to the issue as the question is one of physical characteristics of the exposed material and not one of technical description.

We found no evidence of subsidence of moment; all slides were visible and easily capable of being measured. The conditions of the banks appeared no different than on other roads and nothing was found that would indicate that the theory of the contractor had a basis in fact.

The maintenance forces since the completion of the contract in 1927 have expended about $20,000. in slide removal, cleaning out ditches

and in filling in caved embankments. Removal by a contractor all at one time would probably cost not over half that sum or an average of $2,500. per year or 3,000 to 4,000 cubic yards annually.

Under the theory of the contractor that a state of flux existed the roadway would practically fill each winter in a large number of the cuts and thus require the removal of great quantities each winter to keep the road open. On the contrary the slides removed by the maintenance forces appear to be entirely local in character, their limits easily seen.

While we are personally sympathetic with the contractor and wish him to have everything that is his even to giving him the benefit of the doubt in every case, nevertheless we are obliged to conclude that there is little merit in his theory and that he must seek some other way to get additional awards. These ways to be those of remeasurements, violations of contractual terms and such contentions as can be determined true or false by ordinary engineering methods and rules of evidence.

Respectfully submitted,

A. M. Swartley

OREGON STATE AGRICULTURAL COLLEGE
SCHOOL OF SCIENCE
CORVALLIS OREGON

...TMENT OF GEOLOGY

December 2, 1932

RECEIVED
DEC 5 1932
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

Mr. C. B. McCullough
Asst. State Highway Engineer
Salem, Oregon

Dear Sir:

In accordance with your instructions of November 12, 1932, I accompanied Mr. H. C. Smith and Mr. W. L. Libby to that part of the Oregon Coast Highway which lies about 30 miles south of Gold Beach in Curry County and is designated by stations 108 to 380. The trip included the days of November 25 and 26 during which the greater part of the 26th was spent in direct examination of the problem.

PROBLEM

The problem I was directed to consider was: Did the road base and its eastern wall move westward during that part of the years of 1925, 26 and 27 while the road was under construction so that a greater amount of material was excavated than was measured by sections taken from road center to the visible limit of cutting as seen from the road.

CONCLUSION

The examination presented conclusive evidence that no such movement of rock and earth has occurred. The evidence and the reasons for this conclusion are given below.

RECEIVED
DEC 5 1932
OREGON STATE FLIGHT COMMISSION

STATEMENT OF EVIDENCE

(1) The road was cut in ancient landslide material and rock in place, both covered by five feet or less of soil. Ancient landslide occurs from stations 192 to 198, a small mass just south station 200 and again between stations 275 to 280. All the rest of the road was cut in rock in place. These rocks are bedded trachyte tuffs, trachyte lava flows, yellow tuff which weathers down to a yellow gumbo, very dark green volcanic breccia, carbonaceous sandstone, carbonaceous shales which rapidly disintegrate to a black soil, and an intrusive dike of trachyte.

The same rock and earth occurs in the road cuts for ten miles north and for a few miles south of the stretch under investigation. The similarity of the terrane north and south with the disputed section is further shown by the manner in which all cuts have moved to equilibrium. They all exhibit the same phenomena of ravelling, creeping, mud flowing and slumping.

Therefore, if the measurement of the volume of material in the undisputed road sections agreed with the contractors figures it is probable that the same method of measurement was equally accurate in the disputed section of road.

(2) Each of the earth movements above referred to left evidence plainly visible to the engineer.

a) The ravelling or dropping of pieces of loosened rock affected chiefly the rock in place and occurred after the solid rock had been shattered by blasting or weathering. The

small amount of talus and scree produced by ravelling was entirely from the face of the cuts and certainly was not overlooked by the surveyor.

b) Creep affects only the soil blanket. Some creep has taken place. Such movement is always slowly taking place but is accelerated by greater movements discussed below. If the soil zone creeped rapidly, it not only carried all things standing in it toward the road, but must have dislodged some of them from their normal attitude. If the soil gone crept rapidly, it would have added to the total volume a small amount that might have been overlooked by the mensurator. All trees and bushes and soil mats over six years old that might have been dislodged by rapid soil creep were examined and none were found. No cracks in the soil were found except those mentioned below.

c) Slump is a landslide on a small acale. Slump affects only the face of a cut. Its base is bounded by a concave surface that emerges in the face of a cut. It moves by a rotary motion into the cut and the portion that projects beyond the cut falls on the cut slope. If the momentum is large, a slump leaves a half cup or cirque like depression. If the momentum is small, it leaves a scar or pocket. Whether the slump occurs on the face of the cut or at its upper edge where it involves a portion of the old land surface the cavity is always visible on the cut face. No engineer could overook it and all slumped material must have been measured.

Slumping began as soon as the stability of the old slope was disturbed. It was accelerated by winter rains which provided additional load and lubrication. Hence, some of the slump must have taken place during construction as shown by the six year old tree on a part of the slump at station 130. But a greater part has taken place since. Thus again at station 130 an eight year old tree is not canted. The ground here has only dropped due to the above earlier slump and has not moved laterally. The ground dropped two to three feet and has sagged the fence line and produced several cracks which indicate that this slump took place within the last year.

Also at station 148 the slumped ground has dropped from beneath the fence line proving it, too, to be of later date than the construction.

The above slumped areas can be plainly seen from the road. The ground farther east that is invisible from the road is undisturbed. For instance at station 130 the telephone line and old road and at station 180 the old road are all undisturbed. All other slump area also can be plainly seen from the road thus:

Station 108 small slump,

Station 110 small slice slumped from top of cut,

Station 137 gumbo slumped from top of cut, but bedded sediments below undisturbed,

Station 148 large slump west of fence line,

Station 158 to 9 small slump,

Station 200 small slump,

Station 215 small slump.

I conclude therefore, that the slumps which occurred during construction were obvious to the surveyor and the volume measured.

Moreover the slumped material in the disputed section of the road is not greater than in those sections where the contractors agreed that the material moved was properly measured.

d) The mud flows occur where the black carbonaceous shales have broken down into mud. This mud and the yellow gumbo were expensive to move but not more so than in the section to the north where much greater exposures of shales and gumbo occur. The material that so oozed onto the road came from the lower part of the face, especially where springs vented and must have been measured.

(3) The evidence presented above eliminates all movements except large ones where great masses of rock and earth moved en masse. It is to be noted at the outset that mass movement postulates the road cut to be the causal agent.

The assumption is that the road cut produced an unbalance so that a large mass crowded westward para passu with excavation and filled the cut making it necessary to remove more yardage than the present cuts indicate. The above assumption can hardly be justified. The removal of the weight at the road might cause a movement on a sliding plane , but this

plane would be more apt to extend under the road and emerge in the slope to the west. Such a movement would move the west walls of the cut westward a fact favorable to the contractor and would certainly be plainly evident.

Mass movements of this type may be divided into two classes. (1) Movement in one unit over a gliding plane (2) movement in many units or many planes but with one principle plane producing a confused or jumbled mass. For purposes of discussion we will call the first landslide and the second avalanche.

The following considerations pertain to both landslides and avalanches.

a) The gliding plane is a hyperbolic curve, such that if the plane intersects the road cut it must intersect the old surface at a comparable distance from the road. The small slumps illustrate this principle. Thus, if the old slope intersection was so far back that the surveyor overlooked it, the low intersection must have been in the base of the road or farther west. If this were true, the base of the road would have been bulged up or the west wall moved westward and raised.

b) There is a rotation towards the source of the large mass. In the landslide this rotation crushes down on the softer basement material forcing it down and under and producing a bulge in the cut or where the balancing weight has been removed. The records do not show, the complaint does not

mention and inspection of the road fails to reveal that the strata had been displaced except where as above mentioned ancient avalanches occur.

The results of (a) and (b) are rare but exemplified by the Culebra Cut in the Panama Canal.

c) The strata except when mentioned are all in place and show no signs of dislocation.

d) The formations occur in gentle anticlines and synclines that strike normal to the road. In some places the plunge of the folds is eastward. Thus, the inclination of the beds opposes rather than aides a movement of material westward.

(4) Avalanches occurring within the last 150 years do not occur along the part of the road under discussion. My reasons for the conclusion are the following:

a) If an avalanche motion started during construction, it should have been in continuous activity up to the present time. It is characteristic of avalanches that the slow continuous motion is only a prelude to the sudden distructive movement, which is followed by smaller and local stabilizing movements. The slow movement of the prelude is all that is alleged or conceivable. The seven years since should have given additional evidence of the slow movement. None have been observed and none are taking place at present.

Some avalanches that have occurred in the Northwest

that illustrate this fact are (1) The Turtle Mountain, Frank Alberta, 1903 (2) Jackson's Hole, Wyoming, 1925 and Cascade Slide, Oregon during the last fifty years.

b) At station 108 the bulk of material lies too little ~~high~~ above road level to produce an avalanche motion. In fact the top of the narrow ridge would probably move eastward were it to avalanche.

c) I examined the surface of the large spurs into which the road is cut. No cracks were on them and the old trees on them were all standing erect. Avalanche motion never takes place without tilting the trees.

d) Avalanches disturb the ground water drainage. It is the accumulation of water in the disturbed mass that increases its weight and provides the internal lubrication. The springs zones in all the road cuts except the ancient avalanche masses are flowing freely.

(5) Ancient avalanches occur between stations 192 to 198 at 200 and from stations 275 to 280. The first one is striking and upon first viewing appears to be a clear confirmation of the contractors contention. The hummocks, pits bowed trees and imperfect ground water drainage all visible from the road are typical avalanche characters. I made a careful examination of this area and could find no crevasses. The old crevasses have long since been filled with debris. Such filling would take over ten years. The bowed trees are 100 to 200 years old. They were bowed when young and have

in their growth preserved the deformity of their youth. The old avalanche was not deeply cut into and such loose material as came onto the road was clearly evident to the surveyor.

The small avalanche south of station 200 was caused by the road. It is not more than a year old. The severed soil blocks are covered with turf that, due to a summers drought would die by reason of the perfect drainage and consequent drying of the block. of soil. The large cracks between these blocks are not grassed over. The ubiquitous moss that covers all surfaces not covered by turf does not cover the newly formed surfaces here - yet it does cover the adjacent slopes to either side of the slide. This small avalanche can be eliminated. Moreover, it is located where all parts of it can be seen from the road and its volume must have been taken into consideration if it had been made during construction.

The third ancient avalanche shows evidence of its existence as far north as station 259 where a great trachyte boulder about 20 feet in diameter occurs. Its shape is rounded and it could have rolled down to its present position. However, farther south near station 275 is a boulder about 70 x 40 x 25 feet that could not have rolled. It must have ridden on an old avalanche. Other smaller trachyte boulders also testify to the same history. Except for the boulders little other evidence exists of the ancient landslide. For instance along the road we have at about station 260 a sheeted trachyte dike with an eroded top surface that slopes into the hill.

Just to the east is a lava flow of the same material which extends as far south as station 350. Also to the north at station 259 are sandy tuffs and black carbonaceous shales in place and dipping north. Therefore, at the road the rocks are in place and the trachytes form buttresses too big to be moved by an avalanche. The boulder must have come from a trachytic lava flow lying at a higher elevation, a continuation of which forms a prominent butte south of station 380. The ancient landslide came from above, overroad the rocks near the road, and carried the boulders down. It came down so long ago that most of the disturbed material has been washed down the hill except for the boulders. Hence, in this section the evidence is conclusive that no material has moved en masse within a hundred years or so.

SUMMARY

In summation five lines of evidence give definite evidence that all material excavated during construction must have been easily seen, determined and reported upon by the engineer in charge.

Yours very truly,

Edwin T. Hodge

Edwin T. Hodge
Geologist

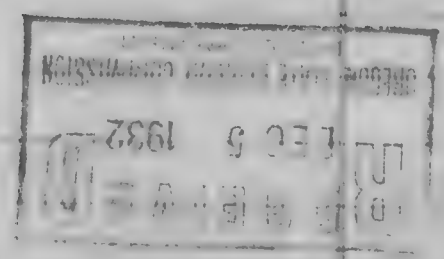
ETH:L

Oregon State Highway Department, Salem, Oregon

TO EDWIN T. HODGE DR. Dec 2-1932

GEOLOGIST

1.—	Field examination, expenses and report	$100.00



date with some explanations.

No.1. Remeasurement of subsidence 22,500 cu.yds, @67¢ per yd. $15,075.00

No.2. Pegan & Gaseman lawsuit $9,500.00
Deduct what was actually due P & G on Engr's est. 1,108.83 8,391.17

Suit brought by State for Pegan & Gaseman will explain. This made us plenty trouble.

No.3. Clearing & Grubbing 2,328.00

No.4. Rock Crusher:
$2,048.81
deduct amount allowed by State 712.60 1,336.21

Roads leading to crusher 1,500.00
Settlement with Hoog & Gilmore (sub-contractor on crusher) 540.00
We want a fair adjustment on this account.

No.5. Interference with Pecator Bros. Station 238-259. Ran stationmen off the work. Had to finish with day labor (extra cost) 3,845.27

No.6. Extra cost in change of material haul to up-hill haul. Walter Comiron sub-contractor 1,000.00

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

[redacted] OREGON

Portland, Sept. 27, 1932.

RECEIVED
OCT 1 1932
OREGON HIGHWAY COMMISSION

To the Honorable Highway Commission,
State of Oregon.

Leslie Scott, Chairman.

Gentlemen:-

We are submitting our claims for work on Coast Highway, Curry County, Oregon. We went over this work with Construction Engineer Smith, and briefly explained our claims. Mr. Smith stated he would make his report from information furnished him by the HighwayDepartment. As there have been numerous final estimates made since the work was completed, payments and part payments, we will present our bill up to date with some explanations.

No.1.	Remeasurement of subsidence 22,500 cu.yds, @67¢ per yd.		$15,075.00
No.2.	Pegan & Gassman lawsuit	$9,500.00	
	Deduct what was actually due P & G on Engr's est.	1,108.83	8,391.17
	Suit brought by State for Pegan & Gassman will explain. This made us plenty trouble.		
No.3.	Clearing & Grubbing		2,328.00
No.4.	Rock Crusher:	$2,048.81	
	deduct amount allowed by State	712.60	1,336.21
	Roads leading to crusher		1,500.00
	Settlement with Hoo[illegible] & Gilmore (sub-contractor on crusher)		540.00
	We want a fair adjustment on this account.		
No.5.	Interference with Pecator Bros. Station 238-259. Ran stationmen off the work. Had to finish with day labor (extra cost)		3,845.27
No.6.	Extra cost in change of material haul to Up-hill haul. Walter Comiron sub-contractor		1,000.00

No.7.	Price agreement for clearing up right of way after storm of Nov. 3, 4, & 5, 1925.	$1,000.00
No.8.	Sliding fills and changes between stations 191 - 206	5,553.68
No.9.	Collins Concrete Pipe Co.. Extra cost account suit brought. Had we received our money as contract provided we could have paid our accounts on time.	669.50
No.10.	Extra cement ordered in work	211.77
No.11.	Rock approach at Station 245	250.00
No.12.	Overhaul 42,265 cu.yds. @6¢	$2,533.90
No.13.	Re-sloping - balance unpaid	499.76
No.14.	Drain Ditch, Station 195-198, balance unpaid	63.24
No.15.	Extra drain tile for toe fill station 200 Difference in amount allowed	23.30
No.16.	Culvert excavation Station 220, difference in amount allowed	99.83
No.17.	Excavation for culverts station 261-297 after storm	220.44
No.18.	Delays caused by waiting for stakes, pay-roll furnished	147.64
No.19.	Building shoulders & blading for surfacing contractors, balance due & unpaid	55.00
No.20.	Watchman keeping ditches open on completed work during winter of 1925-26	160.70
	Due and unpaid	$ 45,524.41

Excavation for concrete box culverts should be measured at same slopes as road-bed cuts on highway. We furnished quite a few small bills that were cut and chiseled down, which we have not mentioned at this time. We have been flattened out by the rough deal we received on this contract, practically putting us out of business. Examination of records will show how our money was with-held. Paying interest on money was a big item. We have had to mortgage our property, pay commissions and interest to take care of

this long overdue account, and expect what is reasonable on this account.

Misleading statements about old-fashioned outfit, etc. we would like very much to correct, as the work was done in accordance with the specifications.

Thanking your honorable Commission to give us a full and fair hearing.

Yours very truly,

J.W.Sweeney Construction Co.

By J.W. Sweeney

Nilon & Reilly attys.
Platt Bldg
Portland

ruary 28, 1930.

J.W.Sweeney Construction Company,
105 Kingston, Portland, Oregon. Exhibit C

Gentlemen :

Pursuant to your instructions I have made a survey of Unit 3, Burnt Hill - Chetco River Section of the Roosevelt Coast Highway in Curry County, Oregon with a view of determining the accuracy of the estimate of quantities compiled by the State Highway Department and submit hereunder a tentative report of findings.

A complete remeasurement of the excavation quantities on 74.68 stations of the project was made. The sections which were remeasured cover all or portions of 12 different cuts chosen at random and the extent of the survey covers approximately 25% of the length of the entire project.

The volume of excavation as determined by this remeasurement amounts to 70041.0 cubic yards. The State has allowed on its last estimate on identical portions of the work 64401.2 cubic yards, making a difference of 5639.8 (4692) cubic yards on approximately one fourth of the project. Assuming that a remeasurement of the balance of the work would disclose a similar difference, the aggregate on the entire project would be approximately 22500 cubic yards.

It should be remembered however, that a portion of this yardage has been moved by the States patrolmen and other maintenance forces, subsequent to the time of completion of the work under your contract. The quantity so moved can not readily nor accurately be determined, either by ourselves or by the Highway Department Engineers, as no record was kept by them of the material so moved. A rough approximation of the material moved in maintenance operations could probably

by an examination of the State's maintenance records, but I learned from the Division Engineers office that they have made no attempt to keep an accurate record of the materials moved.

It is believed that only a nominal portion of this excess yardage was moved by the State maintenance forces as a study of the State's records as to the manner of staking outthe work and the subsequent remeasurement of slides discloses gross error in the methods employed.

In the origonal staking out of the work, readings were taken and the slope stakes were set at the limits of the theoretical cross-section. No extended readings of the elevation of hillside slopes above and beyond the neat cross-section were taken at the time of making the origonal staking and measurement of roadbed quantities. When slides came into the completed or partly completed roadbed the volume of such material was not measured before removal. Attempt was made to measure the volume of slides after removal but without reference or coordination to the origonal ground line. It is therefore apparent that the element of settlement or subsidence of the material which reached the roadbed from above and beyond the upper cut slopes has been partly or wholly ignored by the State's engineers and that proper estimate of such material has not been made.

In comparing our measurements with those of the State, it is noticed that we check very closely the volumes of the origonal roadbed section and the volume of slides where there was but local sloughing of the cut slopes, but on those sections where there was a general movement or subsidence or slipping of the hillside our measurement is greatly in excess of the State's.

Enclosed herewith is a pencil sketch upon which is indicated the conditions enumerated above.

Due to the expense involved in remeasuring the work I have measured only a portion of it but I have sufficient data to support your claim for yardage. Should the State be disposed to make a reasonable settlement of the yardage in controversy I would recommend a compromise as it would entail considerable additional expense to remeasure the balance of the work and prepare the necessary exhibits for a court action.

I shall do no further work in connection with this matter untill advised as to the manner in which you wish to precede.

Respectfully submitted,

C. C. Kelley

eck/s

c/c John F. Reilly,
Platt Bldg.
Portland, Oregon.

...ur Swartley.

BR 119-3
Unit 3

November 12, 1932

Mr. Arthur Swartley
Corvallis, Oregon

Dear Arthur:

The Highway Commission has had some controversy with one of its grading contractors in regard to a project on the Oregon Coast Highway in Curry County. One of the points of the controversy hinges upon whether or not slides have occurred along certain portions of this section.

The Highway Department would be very glad if you could serve us in a consulting capacity in reference to the preparation of a report covering this matter. If you feel that you can serve us in this capacity, we would like to have you arrange to meet Mr. H. G. Smith, our Construction Engineer, at the Benton Hotel on Friday morning, November 25, 1932, and proceed with him to the location of the work.

The trip will probably consume three days' time so that you should be back in Corvallis Sunday night.

We would be very glad to hear from you with reference to this matter and if you are in shape to make this trip I would suggest that you get in touch with Mr. Smith at Salem, either by mail or 'phone.

Same to Dr. Edwin T. Hodge
Oregon State College
Corvallis, Oregon

Very truly yours

Asst. State Highway Engineer

CEM:jn

c.c. Mr. H. G. Smith
Herewith is letter to Dr. Hodge for your information
I have written the same letter to Mr. Arthur Swartley.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. BLAISTER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

119-3
Unit 3

OREGON STATE HIGHWAY COMMISSION

SALEM

November 21, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Edwin T. Hodge,
Professor of Geology,
Oregon State Agricultural College,
Corvallis, Ore.

Dear Sir:

In order to save you the bother of being at the Benton Hotel will pick you up at the Mines Building on the College Campus at 8:30 A.M. Friday morning.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. C. Smith,
Construction Engineer.

HCS/H

CC to
R. H. Baldock

1 - Copy Contract

NOTED
State Highway Engineer

H. B. GLAISYER, SECRETARY
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
COMMISSIONERS

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

November 21, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. J. M. Smartley,
Corvallis, Ore.

Dear Sir:

I expect to arrive at the Benton Hotel in Corvallis about 8:15 A.M. and will pick you up there enroute to Curry County.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

NOTED

C O P Y

OREGON STATE HIGHWAY COMMISSION
SALEM
OREGON

Gentlemen:

Complying with your request that I make an examination of a certain section of State road in Curry county, I did so on November 25 and 26, 1932. The party consisted of H. G. Smith, Construction Engineer, H. W. Libby, Locating Engineer, E. T. Hodge, Department of Geology, O. S. C. and myself.

The section to be examined extended from station 100 to station 180, a part of the Oregon Coast highway north of the Chetco river in Curry county. The elevation of this road is about 1000 feet above sea level, away from but frequentlywithin sight of the ocean and largely in a forested area.

This section was graded by John Sweeney under contract with the State Highway Commission in the years 1926 and 1927. The work was closed down when the heavy rains began in the late fall of 1926 and resumed in the following spring of 1927.

Such slides as occurred were remeasured and additional yardage allowed the contractor. These slides were removed during the season of 1927.

The contractor, according to Engineers Smith and Libby, is not satisfied with the amount of additional yardage allowed him due to slides and makes the following claim:

That the earth and rocks on the upper side of the roadway were in a state of flux and as yardage was removed additional material came in due to a

general movement of the area above the roadway. Since payments are made only upon measurements of definite pits or openings or subsidences and only in the immediate vicinity of the work, the material slowly moving in would be incapable of measurement and due to this movement the contractor contends, more material was excavated by him than was measured.

It would appear that should the whole hillside move including the centre line of the road no appreciable additional excavation would be required that would not be disclosed by a retaking of the center line.

Additional unmeasureable yardage within the survey limits could occur under the contractors theory of a state of flux in any particular cut only during the period of the original first year excavation or during the period of the excavation of the winter slides the following season.

Hillside slopes previous to excavting a notch in the side such as a road, have reached and usually are less than the angle of repose for the particular material in each hillside. These slopes are made less than the angle of repose by the erosive action of rainfall and other weather agencies.

The cutting of a notch in a hillside removes some of the support of the hillside above the notch thus tending toward instability.

But we know that the natural hillside must have at least reached an angle of repose for the worst part of the year, that is, the long protracted rainy season, and therefore a much flatter angle than is necessary for stability during the dryer summer season when lubrication by water is much less.

With a much flatter angle than necessary, excavating a notch in a hillside does not, in the summer time, create instability except locally in the

banks where the engineers have designed a slope too steep for the material found. Where this occurs a slide comes down and as long as the weather remains the same no further movement occurs.

After the rainy season comes, with water in the soil and joint planes of the rock a more fluid condition is created. Lubrication by water lessens frictional values so that the material above the roadway excavation becomes unstable and when the instability is such as to overcome the inertia of the mass a slide occurs.

This slide is rarely slow and creeping but rather a pronounced movement soon over with, lesser slides coming later until all action ceases, the slope having reached a new angle of repose under the conditions then existing.

These slides even where large have well defined limits, are easily observable and measurable. When the roadway notch has been filled or partially so and stability reached movement largely ceases.

The coefficient of friction is greatest just at time when movement is about to occur and is reduced when the mass is once in motion, therefore a mass once in motion keeps coming and usually accelerates until stopped by some obstruction such as the filling up of the road or the arriving on a slope too flat to permit movement.

We are therefore forced to conclude that because of erosion the angle of repose being steeper than the slope of the hillside even in wet weather the removal of support by excavating a notch in the hillside may make the mass unstable ~~the~~ universe of which mass on its lower edge would be at or above the upper ditch line. And since the angle or slope of repose is steeper than the natural slope of the ground a line at any place

in the steeper slope of repose beginning at or above the ditch line would soon emerge at the surface above which emergence movement would not take place.

In other words from the above lim of reasoning slides are definite movements, not slow and creeping, have well-defined limits the outer edges of which are observable and reasonably close to the right of way and are capable of being measured with close approximation as to correct volume.

Any other lim of reasoning would require us to conceive of hillside subsidence being similar to water subsidence in a lake or stream above a dam or rapids after a storm.

With these ideas partially in mind we inspected the road, the upper banks and at essential places the area above the right of way.

We found sediments and volcanics to be the prevailing rock exposures. The less stable of all are the black carbonaceous shales. No true serpentine was observed. The volcanics are predominately trachyte and ryolite and other light colored stable rocks. A further or detailed study of the geology is not pertinent to the issue as the question is one of physical characteristics of the exposed material and not one of technical description.

We found no evidence of subsidence of moment; all slides were visible and easily capable of being measured. The conditions of the banks appeared no different than on other roads and nothing was found that would indicate that the theory of the contractor had a basis of fact.

The maintenance forces since the completion of the contract in 1927 have expended about $20,000 in slide removal, cleaning out ditches

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We found no evidence of subsidence of moment; all slides were visible and easily capable of being measured. The conditions of the banks appeared no different than on other roads and nothing was found that would indicate that the theory of the contractor had a basis of fact.

The maintenance forces since the completion of the contract in 1927 have expended about $20,000 in slide removal, cleaning out ditches

FORM S-L-1 5670 500 9-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF LESLIE M. SCOTT, CHAIRMAN
1025-29 YEON BUILDING
PORTLAND, OREGON

October 20, 1932.

Mr. R. H. Baldock,
State Highway Department,
Salem, Oregon.

Dear Sir:

Mr. Sweeney called this morning to present a statement of his claims, aggregating $45,524.41. I suggest that you refer this statement to Mr. H. G. Smith, and as soon as convenient I should like to know his version thereof.

Yours truly,

Scott.

enc.

REFERRED TO
H. G. Smith
By State Highway Engineer

Does you report cover this new statement.
RHB

RECEIVED
OCT 21 1932
CONSTR

RECEIVED
OCT 21 1932
STATE HIGHWAY

FORM S-A-1 4706 5000 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

PR 119
3

OREGON STATE HIGHWAY COMMISSION

SALEM

September 21, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. C. C. Kelley,
Resident Engineer,
Crescent, Ore.

Dear Sir:

I have been making a report on the claim of the Sweeney Construction Company on Unit No. 3 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, contract No. 855. I have been informed by Mr. Sweeney that you have made some re-measurements of this work which should be given consideration.

I will try to be in Crescent Monday, September 26th, and would appreciate it if you would have your data there pertaining to that job so that it can be discussed.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By H. G. Smith

H. G. Smith,
Construction Engineer.

HGS/H

NOTED
County Highway Engineer

CC to

R. H. Baldock ✓

K. D. Lytle

OR 119
Unit 3

September 2, 1932.

Mr. J. H. Peare,
LaGrande, Oregon.

Dear Mr. Peare:

Your letter urging arbitration of Mr. Sweeney's claims, was considered by the state highway commission on August 31.

The commission decided, inasmuch as this claim has been several times refused by preceding commissions, on recommendation of the engineers and after apparently full investigation, that the request for arbitration should not be granted by the present commission.

On account of your personal interest in Mr. Sweeney's affairs and my cordial regard for yourself, I regret to displease you with this letter.

Yours truly,

PR 119
unit 3

September 2, 1932

Mr. J. H. Pearo
LaGrande, Oregon

Dear Mr. Pearo:

Your letter urging arbitration of Mr. Sweeney's claims, was considered by the state highway commission on August 31.

The commission decided, inasmuch as this claim has been several times refused by preceding commissions, on recommendation of the engineers and after apparently full investigation, that the request for arbitration should not be granted by the present commission.

On account of your personal interest in Mr. Sweeney's affairs and my cordial regard for yourself, I regret to displease you with this letter.

Yours truly

Respectful | referred to Mr. R. H. Baldock, State Highway Engineer,
by EXECUTIVE DEPARTMENT.

J. W. SWEENEY, Mgr. DAN SHEARER, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

BROOKINGS, OREGON

Portland, June 21, 1932.

RECEIVED
JUN 27 1932
OREGON
STATE HIGHWAY COMMISSION

OR119-3

155

Honorable Julius L. Meier,
Governor of Oregon.
Salem, Oregon.

Kingston Avenue - Portland

NOTED
State Highway Engineer

Dear Governor:-

We have a letter from R.H.Baldock, State Highway Engineer, stating he is going over our claims again with a view to making recommendations to the Commission for or against our claims. Inclosed find copy of letter from us to Mr. Baldock, dated June 1, 1932, that is self-explanatory.

We had several conferences with Mr. Baldock, recently, I inquired of him what his objections were to giving us arbitration and he replied that contracting outfits asked for arbitration were not satisfied with Engineers' estimates, and on one case they could have made a little money for the State by driving a hard bargain, but preferred to leave it to arbitration and selected Lee Shannon to represent the Highway Department. Mr. Baldock asked my partner if he knew Shannon and he replied No. Mr. Baldock said you should he is of your faith. Our claims are just,, for work done and ordered by the Highway Department, and we had to pay the bills and are out a large sum of money on this contract, and all we ask for is a fair and square deal, by arbitration.

We do not want Mr. Baldock, or any Engineer who worked with or around Roy Klein, to make any more prejudiced reports,

The Highway Department commenced the Pegan & Gassman law-suit, and their office engineer Probert, who introduced their records testified to what was not true, and he certainly should have known what he was talking about,, and his testimony will show conclusively that they were not paying us our contract money when due. Spreading poison about our outfit, running off our station men by making wrongdecisions, delays in setting stakes and giving us necessary data, their aim was

to delay us as much as possible in completing our contract. However, we were through first with our job, and we want to make this clear.

When you asked us about leaving this arbitration to Mr. Devers, Attorney for the Highway Commission, and we accepted, we naturally thought that settled it, both sides present their case and Mr. Devers' decision to be final. When I called on Mr. Devers about this he said he would be willing to act on this matter as soon as he was given authority to do so.

We trust you will see your way clear to give us early arbitration on our claims, as we are very anxious to get this matter settled, as the expense of the Pegan & Gassman law-suit to meet, interest to pay on money we borrowed for this work, makes it very hard on us, as we have everything we have is at stake.

We will appreciate early action on these just claims.

Yours very truly,

J.W.Sweeney Construction Co.

By J.W. Sweeney

OREGON STATE HIGHWAY COMMISSION

Salem, June 18, 1932.

John W. Sweeney Construction Co.
155 Kingston Ave,
Portland, Oregon.

Gentlemen:-

Pursuant to the instructions of the State Highway Commission and in conformity with my statements to Mr. Sweeney and Mr. Spaeth in this regard some time ago, I advise that I will review your claims and inspect the job so that I may be familiar with the conditions and be prepared to make a formal recommendation to the Commission either for or against the claims.

At the present time I am not familiar with the claims. I shall be assisted in this work by Mr. H. G. Smith, Construction Engineer. As soon as I am in a position to review these claims I would be glad to have you or your representative go over them with me, should you care to do so.

Very respectfully,

(signed) R. H. Baldock,

State Highway Engineer.

RHB:jn

...ENEY, Mgr. ...DAN GERRARD, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

BROOKINGS, OREGON

Portland, June 1, 1932

RECEIVED
JUN 27 1932
OREGON
STATE HIGHWAY COMMISSION

R.H.Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Your letter asking to have Mr. Smith, construction Engineer, go over coast highway work, in Curry County, Contract No. 835, for which we have not received correct estimate, received.

We have asked for arbitration on this contract. Other contractors have been allowed arbitration recently, on Coast Highway work, and we believe all contractors should be treated alike.

On receipt of your letter saying you would have Mr. Smith go over the work, provided we would accept his decision as final, Mr. Spaeth and myself called on you to talk the matter over, and my understanding was that you would refuse to allow arbitration, although that is the law. That was also Roy Klein's attitude.

On May 17 you wrote again saying Mr. Smith would be ready to go over the claims, and Mr. Spaeth called on you again, the result being the same as before. I called on Mr. Smith yesterday and explained to him that the Pegan & Gaseman suit started by the State Highway Dept., under Roy Klein's supervision was surely a matter for fair arbitration, as legal expense, interest, extra bills allowed by the courts have made this a major claim.

We went over this record with Engineer Klein three different times, covering a period of nearly two years, with the result of three final estimates, each time different, and only a few minor items being allowed. Under the arrangement that you wish to make we do not see that we have any protected rights on our claims. You are all friends of the Engineer with whom we had this dispute. We have no objection to leave

this matter to some outstanding lawyer, you present your side of the case and we do the same, and let his decision be final. If we can not agree what attorney to leave this settlement with Governor Meier to name the man.

We are anxious to get this business settled and out of the way.

Yours very truly,

J W Sweeney Construction Co.

By J.W.Sweeney

June 18, 1932

John W. Sweeney Construction Co.
155 Kingston Street
Portland, Oregon

Gentlemen:

Pursuant to the instructions of the State Highway Commission and in conformity with my statements to Mr. Sweeney and Mr. Smith in this regard some time ago, I advise that I will review your claims and inspect the job so that I may be familiar with the conditions and be prepared to make a formal recommendation to the Commission either for or against the claims.

At the present time I am not familiar with the claims. I shall be assisted in this work by Mr. H. G. Smith, Construction Engineer. As soon as I am in a position to review these claims I would be glad to have you or your representative go over them with me, should you care to do so.

Very respectfully

State Highway Engineer

RHB:jn

c.c. Mr. J. M. Devers

J. W. SWEENEY, Mgr. [illegible] Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

~~Brookings~~ OREGON

NOTED
[illegible] Highway Engineer

OR 119

Portland, June 1, 1932.

RECEIVED
JUN 2 1932
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Your letter asking to have Mr. Smith, construction Engineer, go over coast Highway work, in Curry County, Contract No.836, for which we have not received correct estimate, received.

We have asked for arbitration on this contract. Other contractors have been allowed arbitration recently, on Coast Highway work, and we believe all contractors should be treated alike.

On receipt of your letter saying you would have Mr. Smith go over the work, provided we would accept his decision as final, Mr. Spaeth and myself called on you to talk the matter over, and my understanding was that you would refuse to allow arbitration, although that is the law. That was also Roy Klein's attitude.

On May 17 you wrote again saying Mr. Smith would be ready to go over the claims, and Mr. Spaeth called on you again, the result being the same as before. I called on Mr. Smith yesterday and explained to him that the Pegan & Gassman suit started by the State Highway Department, under Roy Klein's supervision was surely a matter for fair arbitration, as legal expense, interest, extra bills allowed by the courts have made this a major claim.

We went over this record with Eng. Klein three different times, covering a period of nearly two years, with the result of three final estimates, each time different, and only afew minor items being allowed. Under the arrangement that you wish to make we do not see that we have any protected rights on our claims. You are all friends of the engineer with whom we had this dispute. We have no objection to leave

this matter to some outstanding lawyer, you present your side of the case and we do the same, and let his decision be final. If we can not agree what attorney to leave this settlement with Governor Meier to name the man.

We are anxious to get this business settled and out of the way.

Yours very truly,

J.W. Sweeney Const. Co.
By J.W. McSweeney

CR 119-30

May 17, 1932

Mr. John Sweeney
c/o Sweeney Construction Company
805 Kingston Street
Portland, Oregon

Dear Sirs

I have never heard anything definite from you yet regarding the proposed trip by our Mr. H. G. Smith, Construction Engineer, and your representative over the work in Curry County to pass on your claims.

Please be advised that Mr. Smith will be available to make this trip at any time you suggest.

Very truly yours,

State Highway Engineer

RHB:jn
c.c. Mr. H. G. Smith

Pf-119 #3

March 26, 1932

J. W. Sweeney Construction Co.,
155 Kingston Street,
Portland, Oregon.

Gentlemen:

This letter is to inform you that the State Highway Commission at its last meeting, held on March 17, 1932, gave consideration to your request for the appointment of a board of arbitration to consider your claims against the State Highway Department arising out of the contract awarded to you for the grading of Unit No. 3, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, State Highway Contract No. 835.

After due consideration the Commission denied your request for the appointment of such a board of arbitration, however, I was instructed by the Commission to renew the offer made by the former Commission at the meeting held on November 13, 1931, which is to the effect that the Commission will have your claims reviewed and a report filed by an engineer of this department, provided that you will file a statement with the Commission agreeing to accept the findings of this engineer as final and conclusive.

In the offer made by the former Highway Commission, it was stated that the Assistant State Highway Engineer, R. H. Baldock, would be assigned to make the review of your claims upon receipt of your statement. The present Commission is now of the opinion that this review of claims should be made by our Construction Engineer, H. G. Smith, inasmuch as Mr. Baldock has since been appointed Chief State Highway Engineer.

If you are willing to file a statement agreeing to accept Mr. Smith's findings as final and conclusive, instructions will be issued to him to proceed with the investigations at once. Awaiting your reply, I remain

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HEG:PW
cc R. H. Baldock
cc H. G. Smith

IR 117-3

J. C. AINSWORTH
CHAIRMAN OF THE BOARD

UNITED STATES DEPOSITORY

THE UNITED STATES NATIONAL BANK

CAPITAL $ 4,000,000.00
SURPLUS AND PROFITS $ 4,000,000.00

CABLE ADDRESS
"UNITBANK"

PORTLAND, OREGON Feb. 16, 1952.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

At the request of Mr. J. C. Ainsworth, I am forwarding herewith correspondence in reference to the claim of the J. W. Sweeney Construction Company, recently submitted to Governor Meier, and by his office sent to Mr. Ainsworth.

This for the attention of the new Highway Commission.

Sincerely,

Elizabeth Barry.
Secretary to J. C. Ainsworth.

EB

Portland, Oregon,
January 27, 1932.

Miss Beatrice Walton, Secretary,
Governor Julius L. Meier,
Salem, Oregon.

My dear Miss Walton:

As Mr. Ainsworth is temporarily absent from his desk today, I beg to acknowledge receipt of your letter of the 23rd instant, enclosing file of correspondence with reference to the claim of the J. W. Sweeney Construction Company against the Oregon State Highway Department, recently submitted to Governor Meier, who suggests that same be arbitrated by disinterested parties.

Mr. Ainsworth will be at the Bank tomorrow, when your letter and enclosure will immediately be brought to his attention.

Sincerely,

Secretary to the Chairman.

EM

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

January 23, 1932

JULIUS L. MEIER
GOVERNOR

Mr. J. C. Ainsworth, Chairman
Oregon State Highway Commission
U. S. National Bank
Portland, Oregon

My dear Mr. Ainsworth:

The enclosed file of correspondence with reference to the claim of the J. W. Sweeney Construction Company was recently submitted to Governor Meier, together with a letter from Mr. J. W. Sweeney under date of November 27th.

Governor Meier has asked me to place the correspondence in your hands with the suggestion that this might be a suitable case for arbitration by disinterested persons. I understand that the contention of the Sweeney Construction Company is that their claim should be reviewed by someone other than a member of the State Highway Department.

Very truly yours,

Beatrice Walton
Secretary

...RTH, CHAIRMAN, PORTLAND
...K. SPAULDING, SALEM
TM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

December 4, 1931

IN REPLY PLEASE REFER TO FILE NO.

J. W. Sweeney Construction Co.,
155 Kingston St.,
Portland, Oregon.

Gentlemen:

Reference is made to petition that you filed with the State Highway Commission sometime ago, requesting the Commission to give its consent to the arbitrating of claims arising out of your contract for the grading of Unit 3, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, Contract No. 835.

This matter was presented to the State Highway Commission at its meeting, held on November 13, 1931, but your request was denied as the Commission considered that the action taken by the previous Commission on November 14, 1928 was final. However, the Commission stated that it would be willing to have our Assistant State Highway Engineer, R. H. Baldock, review the claims and make a report, provided that you would file a statement that you would accept Mr. Baldock's findings as final and conclusive. If you are willing to file such a statement with the State Highway Commission, instructions will be issued to Mr. Baldock to proceed with the investigations at once.

Awaiting your reply, I remain

Very truly yours,

STATE HIGHWAY COMMISSION

By H. B. Glaisyer
Secretary

HBG:AJ

DAN SHEARER, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

~~BROOKINGS, OREGON~~

155 Kingston Ave,
Portland, Oregon, November 27, 1931

Hon. Julius L. Meier,
Governor of Oregon,
Salem, Oregon.

Dear Governor:-

In August, 1927, the J.W.Sweeney Construction Company completed a contract with the Oregon State Highway Commission covering the grading of Unit 3, Burnt-Hill - Chetco River Section of the Roosevelt Coast Highway in Curry County, Oregon, the contract price of which was approximately $244,000.00

There is attached hereto, for your information copy of some of the important correspondence which has passed between ourselves and the State Highway Engineer, which correspondence discloses plainly the fact that we have, since the completion of the work in 1927, employed every honorable means in an endeavor to obtain a fair and equitable settlement for the work performed under the contract, but have repeatedly been met with indecision and procrastination on the part of the Engineer at each and every presentation of our case.

Beginning as early as October 3, 1927, we brought to the attention of the State Highway Engineer certain items in connection with the execution of the work for which compensation had not been allowed in accordance with the terms of the contract and specifications, after which, on December 17, 1927, the Engineer issued what was purported to be a final estimate of work performed, and stated specifically, in his letter of transmittal that each and every item under the contract had had his careful consideration and that liberal allowance had been made for each.

We then cited numerous shortages and omissions and received under date of March 6th, 1928, another purported final estimate, differing in amount from the first and was assured by the Engineer that with the additional allowance contained therein he was satisfied that it covered full and complete payment for everything we were entitled to under the contract.

Upon receipt of the second purported final estimate we wrote, under date of March 27, 1928, a letter to the Highway Commission, outlining some 17 items, aggregating approximately $21,000.00, all of which had been previously brot to the attention of the Engineer and for which adequate compensation had been denied by the second purported final estimate. We also called attention to the fact that heavy subsidence above cut slopes had developed during the progress of the work and for which proper measurement and estimate had not

been made by the Engineers and respectfully requested that the entire matter be submitted to a competent board of arbitration for a fair and impartial settlement.

Instead of the Commission taking decisive action, our request for arbitration and our schedule of claims, at the instigation of the engineer, was again referred to him for further investigation. On May 26, 1928, the engineer reported to the Commission his willingness to recommend several minor allowances but refused to make earnest investigation of the major controversial items. The matter was again brot to the attention of the Engineer and Commission by the Portland Chapter, Associated General Contractors of America, thru it's executive secretary who recommended an arbitration of the differences arising out of the work and offered his services to this end.

On September 5, 1928, the Engineer tendered a third purported final estimate, increasing by $2650.93 any of the preceding socalled final estimates, but withheld settlement of the major contrversial items for which we submitted valid claim.

The above history of the case, which may be verified by the attached file, is cited in proff of the fact that the State Highway Engineer has no intention nor desire to make an honest and impartial investigation of the facts with a view of arriving at a fair and equitable settlement, of this contract, but has from the outset, employed arbitrary, dilatory, vaccilating and unbusinesslike tactics, as evidenced by the fact that three estimates have been issued covering the same piece of work, each purported to be final.

Being unable to obtain a final estimate of the work performed in accordance with the contract, we were unable to make intelligent settlement with out sub-contractors, Pegan and Gassman, who brot suit against us in circuit court and obtained a verdict of approximately $3000.00 in excess of the amount which the State Highway Commission allowed us on his final estimates for the identical work performed by them.

It can also be proved, beyond any reasonable doubt, that the yardage was inaccurately measured and estimated, which fact was determined by ourselves by the employment, at our own expense, of competent engineers, who remeasured approximately 25% of the work.

These instances are cited in support of our contention that our claims have not been considered on their merits and will not be so considered by the present Highway Engineer.

Under recent court decisions it is practically impossible to review controversies of this character in any court of equity, no matter how just they may be, the theory being that the King can do no wrong. We must therefore pray for administrative relief. We therefore implore you, as the Chief Executive of the State and the champion of the rights of its people, to cause this matter to be submitted to a competent board of

arbitrators, to the end that justice may be done.

Respectfully yours,

J.W.Sweeney Construction Company,

By _____
Co-partner.

Portland, Oregon, Oct 3, 1927

Oregon State Highway Commission,
B.O.Johnson, Resident Engineer,
Gold Beach, Oregon.

Gentlemen;-

The following work has been on our contract, Unit 3 Roosevelt Coast Highway, Curry County, and notpaid for to date.

Clearing Contract: Called for 60 foot right of way. Actual clearing done, as ordered by Engineer in charge, average over 80 feet. One third more than our contract called for. Allowed us to date $2,400.00. Contract price for 60 ft. $16,000.00. One third extra amounts to $5,333.33, less $2,400.00 allowed
Balance due on clearing $2,933.33 (?)

Rock crusher. Samples of rock were submitted and accepted by the Engineers. After we installed crusher and bunkers, crushed about 500 cu.yds.of rock,Engineer rejected it. We were put to an expense of installing, taking down and moving this plant. Due us from State for this 2,048.81- @ 67

Box Culvert Excavation and Ditches: These were put in during the winter od 1926. There was overbreak on all box culverts. Excavation was takenn out about 1 to 1½ slopes. We should be allowed fair measurement and pay for this work. N00 yds.

Inspector ordered extra sand and cement put in concrete (in addition to what the specifications called for, 1 sack to each yard of concrete/which cost us additional 500.00 allowed 1/2

Excavating rock approach to Box Culverts: Station 245-247. The Engineer first considered driving water tunnel then changed to open cut at extra expense to us of 250.00 Nil allowed yds
No payment made for this.

Engineers' attention has been called to extra expense caused us between stations 238 and 259, amounting to 3,845.27.

We sublet this work to Pecator Bros. They wanted to work outside, in material that could be handled in winter weather. The Engineer objected to this, butwanted them to work in a trap tunnel, which was dangerous during bad weather. The advised the men to remain in Camp, as the tunnel was not safe, and the Engineer would not let them work outside on high ground. Some of the men went to Portland and never returned. The serpentine and bad material caused the trap tunnel

to cave in, and had the men worked in it they would have been smothered or killed. Serpentine moves and twists in this country when the ground gets saturated with water. This delayed our work and caused us a loss of $5,845.27. Had the stationmen been allowed to do their work as planned it would have shown a profit to them and us, and also enabled us to finish the work in 1926.

Up hill haul on Walter Condron's sub-contract: Station 220 to 230. Changed from down hill haul, costing Mr. Condron approximately $1,000.00 extra. Change made after Mr. Condron took contract. In all fairness this should be paid, $1,000.00

Overhaul: Over 40,000 cubic yards of material hauled according to contract and not paid for to date, $2,400.00

Masonry Wall and Rock Paving on slopes at Delmar Colgrovers' Mountain Ranch Home. This work was included in our contract. We had a good price and profit for it, but apparently has been cut out.

Changes in Culverts: After we had reinforcing steel on the ground the work was changed, adjusted with a loss of about $100.00 to us in shortage of steel. Our contract was 10 cents per pound in place. All the Engineers allowed us was 4 cents per pound for steel not used in culverts and hauled on the work, and then deducted a shortage. We had nothing whatever to do with the transferring or checking up this steel. They simply took possession of it and paid us for what they said was there, and asked us to stand the loss. We paid for this steel in full.

The storm of February, 1926, blew down tree tops, limbs, debris, etc. across the right of way, and has been adjusted with a loss to us, but so far not paid for. We cut this bill at Mr. Johnson Resident Engineers, suggestion. Bill rendered for $1,200.00, cost to us, cut to $1,000.00, also paid interest on this money to date, 17 months at 8% 1,000.00

Station 191 to 206. This work was let to stationmen, by us. We called the attention of Mr. Libby, Resident Engineer, to the fact that stationmen would not go on with the work at this point the way it was laid out, and asked him to widen the roadway in good solid material, of which there was plenty near at hand, and not excavate a through cut in serpentine, as a fill made of this material was sure to cause trouble. We were unable to get the change made, and in place of avoiding the serpentine, it was extended deeper into it. As a result of this the stationmen threw up the work, and we excavated the cut through this material and practically made the fill at a large expense, and the result has been nothing but trouble and extra expense, necessitating a large amount of extra work, and cost us fully $5,000.00 more than has been allowed, 5,000.00

Drainage Ditch station 196-193: Ordered by Mr. Libby, Resident Engineer. Digging ditch for diverting flow of creek across ridge above station 196-193. Bills and payroll sent but not paid for

Second time excavation intake at Culvert Sta.198-25. Was first excavated as staked. Engineer Libby later decided was not large enough ar intake, so re-staked it. Bills and payrolls submitted for second job, but not paid for.

The following is a copy of letter sent to Chester Armstrong Resident Engineer, Oregon State Highway Commission, Brookings, Or. under date of Dec. 14, 1926.
"Dear Sir:- Inclosed find bill for drilling and blasting between stations 200 and 202. Engineer Libby ordered this work done with the view of making the fill at station approximately 200, which washed out during a heavy rain storm, then concluded he had better postpone making the fill until after the winter rains were over.

Yours truly,
J.W.Sweeney Construction Co.
By J.W.Sweeney"

Consequently had this work been changed and fill made of good material the stationmen wouldhave completed the work at a profit, and also finished during 1926.

We had a man looking after our camp last winter, and he worked 31 days cleaning ditches and opening culverts,for which we paid him $139.50, as ppr bills rendered. This was for caring on accepted work. This has not been paid 139.50

Bill rendered on Dec. 14, 1926, to surface and blade Sta. 78-50 to Sta. 120. Order No.2, dated August 23, 1926. Not yet paid 133.64

12" Culvert at Station 272. Was staked out in what proved to be bad ground, Storms practically wrecked culvert. Pipe had to be taken up and relaid at cost of 35.24
Bills submitted Oct 1926. Not yet paid for

Excavation for rock retaining wall at outlet of culvert Station 365 and 366.

For Excavating, Gregory 32 days,Aug.Sept & Oct 1926

	@$4.50		144.00
	Ind Ins @$2.45		3.53
	Plus 15%		22.13
Team 2 days @ $4.00		9.00	
Plus 15%		1.35	10.35
12 sticks powder 30%			64 180.65

This culvert was staked out too short. We took this up with Engineer Libby, but could get nothing definite out of him at the time. After the fill was made,and a large slide covered up the end of the culvert, we received orders from Engineer Libby to muck out the fill to the end of the culvert and build a rock (rubble masonry) wall. This work was done in August, Sept. & Oct. 1926. Bills submitted but not paid for yet.

Extending Pipe Culverts, as ordered. Orignally staked too short. Work done bb Pagan & Gasaman and paid for by J W Sweeney Constructiion Co., as per inclosed memorandum $52.10

Repairing damage to banks and forms, caused by floods in February, March and April, 1926,, at box culverts Stations 261 and 297 Floods came after trenches were dug and forms set.. Washed out forms, filled trenches with sediment and banks caved in.. Work done by Pagan & Gasaman, and paid for by J W Sweeney Construction Co., as per attacked memorandum 220.44

Excavating for and filling rock drains, as per inclosed statement. Work done by Pagan & Gasaman, and paid for by S.W.Sweeney Construction Co. 87.81

Resloping done during June, July & August, 1926, at Stations 284 and 300, as ordered by Wngineer. Not paid for yet. Copy of payroll attached 499.76

New culvert ordered at Station220. Excavation had to be made in sunken fill, had to be dug out and sloped about 1 on 1½. Only paid about twomthirds of cost of excavation. Payrolls rendered for cost of excavation.

Culvert (18") put in should be paid for at contract price $4.00 per lineal foot.

Have not been paid for 18" Culvert put in at Station 200

Kindly give the above items your attention. We are paying interest on borrowed money and owe bills that should be paid. Please make up our final estimate as soon as possible and oblige,

Yours truly,

J.W.Sweeney Construction Co.

OREGON STATE HIGHWAY COMMISSION

SALEM

December 17, 1927

Ent Dated
Dec 15 1927

J. W. Sweeney Construction Co.,
155 Kingston Avenue,
Portland, Oregon.

Gentlemen:

We are submitting herewith voucher covering final payment to you in connection with your contract for the grading of Unit No. 3 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway.

In this final payment, there is included payment of several of the items mentioned in your letter of October 3d, but, as it has not been possible for us to allow all of the amounts claimed in that letter, we will, for your information, state what action has been taken in connection with each of them.

Clearing Contracts:- All clearing and grubbing work outside of the limits of the sixty-foot right of way has been measured and has been allowed for at the contract price for "Extra Clearing and Grubbing".

Rock Crusher:- The failure of your rock crusher installation was due to your attempt to manufacture sand with it. The broken stone produced by this plant was accepted on the basis of our test of the rock before crushing although the broken stone was not satisfactory. No assurance was ever given you that the crushed sand would be accepted. It was entirely unsatisfactory.

Box Culvert Excavation and Ditches:- Liberal allowance was made for all culvert and ditch excavation.

The extra cement referred to is cement that you were allowed to put in to overcome deficiencies in the quality of the sand. It would not have been needed had your sand conformed with specifications, and even with this addition of extra cement, the concrete was not up to specifications.

Excavating Rock Approach to Box Culvert at Station 247:- The excavation involved at this point was measured and paid for at the contract prices. The engineer's consideration of the use of a water tunnel has no bearing on the matter.

As regards the trap tunnel work between Stations 238 and 259, the resident engineer advises that he did not insist upon Pecator Bros using a trap tunnel, but that instead, he argued against the use of the tunnel. He states that no opposition was made to Pecator Bros going ahead with the open cut work, except in a small cut between Stations 247 and 250, which cut contained only 900 cubic yards.

Uphill Haul on Walter Condron's Contract:- Only the lower portion of this cut was actually hauled up hill. The haul on the upper portion of the cut was down hill even though the final finished grade was an up grade. Changes in the direction of moving materials are to be expected on a contract of this size, and do not entitle the contractor to extra compensation. They operate in favor of the contractor as often as against him.

Overhaul:- All overhaul on the job has been carefully measured and paid for.

Masonry Wall and Rock Paving:- The elimination of the wall at Colgrove's place is not an unusual alteration of plans, and it resulted in no extra expense to you.

Change in Culverts:- The substitution of timber trestles for concrete box culverts was made with your approval, and you admitted at the time that the change would be profitable to you. All of the reinforcing steel that you could produce was taken off of your hands at a price of four cents per pound, which price was agreed to by you in writing.

For the extra clearing occasioned by the storm of February, 1926, you were allowed force account to a total of $503.09.

For the construction of the roadbed between Stations 191 and 206, you were paid at your contract prices. The fact that serpentine materials were encountered does not entitle you to any additional compensation.

Drainage Ditch, Stations 196-198:- The construction of drainage ditches is work which your contract provides is to be paid for at the unit contract prices. This ditch was so paid for.

The enlargement of the intake to the culvert at Station 198 +25 was paid for on a yardage basis.

As regards the time spent by your watchman cleaning ditches and otherwise taking care of drainage, we refer you to the provision of your contract which requires you to do that work at your own expense.

Bracing 30" Box Culverts:- This work was paid for as follows: $48.66 on estimate #6, and $81.77 on estimate #5.

12" Culvert at Station 272:- This culvert was not wrecked. A Slide blocked the end of the culvert and the removal of this was paid for on a yardage basis.

The excavation for the rock retaining wall at the outlet of the culvert at Station 365 was paid for on a yardage basis.

For the extending of pipe culverts, payment was made at the contract prices for excavation and culvert pipe, except in the case of the culvert at Station 147, in which case the extension was paid for as extra work.

With regard to the repairing of damage to banks and forms caused by floods, refer to the clause in your contract which provides that the contractor must protect himself against damage of this kind.

For the excavating for rock drains, payment was made at the price bid for excavation. For placing rock in the drains, payment was made at the price bid for dry rubble.

Resloping done during June, July and August, 1926, at Stations 284 and 300 was in connection with a sufficient volume of excavation to make the same reasonably includable therewith.

For the new culvert at Station 220, you were allowed 215 cubic yards of excavation and 99 feet of 18" culvert pipe, which fully compensated you for the cost of the work done.

The 18" culvert at Station 220 was paid for at the contract price of $4.00 per foot.

The 18" culvert at Station 200 (more accurately Station 199-62) is included in your final estimate.

In conclusion we wish to state that we are satisfied that we have made allowance to you for everything that you are reasonably entitled to, and that our field engineers have dealt with you with the same liberality that they did with the other contractors on the Burnt Hill-Chetco River Project, all of whom have accepted their final estimates without question. It is not to be expected that you will agree with us exactly as to what you are entitled in connection with each and every contingency that has arisen in connection with the work, but if you arefair minded, you will admit that these contingencies and the allowances that have been made for them have operated to your advantage quite as often as to your disadvantage and that on the whole, you have no grounds for complaint.

The fact should not be overlooked that some of the extra expense to which you were subjected was due to your failure to complete the work during the 1926 season as was called for by the contract, and that this failure resulted, also, in considerable extra expense to the State. Also, do not overlook the fact that we are making no charge against you for engineering expense incurred subsequent to the specified date of completion, which expense according to the terms of contract, should be borne by you.

Very truly yours,

ROY A KLEIN
State Highway Engineer

By S.H.Probert (Signed)
Office Engineer.

SHP:AP

OREGON STATE HIGHWAY COMMISSION

Salem

March 6, 1928

Mr. J. W. Sweeney,
155 Kingston Avenue,
Portland, Oregon.

Dear Sir:

On December 17, 1927, we submitted to you our final estimate for the work performed under your contract for the grading of Unit No. 3 of the Burnt Hill-Chetco River Section, accompanying this final estimate with a statement in regard to the action which had been taken on certain claims for extra compensation and additional allowances, which claims had been called to our special attention by your letter of October 3, 1927. Following your receipt of this estimate, you requested a reconsideration of your claims.

In view of this request, we have again given careful consideration, study and search to each and every claim, considering particularly your explanations and statements as to the facts concerned, and making remeasurements and field investigations where it appeared that such remeasurements and investigations were needed to fully establish the facts. The result of this reconsideration is as follows:

1. A complete remeasurement of the clearing and grubbing work performed, making no deductions for trees left standing within the right of way at the request of the engineer, and making liberal allowances for windfalls, clearing made necessary by storms, slides, etc., gives an increase of 1.76 acres in the amount of extra clearing and grubbing.

2. The removal of slide material from the end of the culvert at Station 365 is found not to have been paid, and therefore, your force account claim of $180.65 for this item is allowed.

3. All other claims are rejected for the reasons set out in our letter of December 17, 1927, no new facts having been developed.

With particular reference to your claim that some of the cut banks might have bulged or shifted between the times that cross-sections were taken and finishing stakes set, wish to state that a large number of remeasurements and investigations of the ground above the cut slopes have been made, and no evidence has been found indicating that such bulging, shifting or slipping might have occurred except in those cases where material came into the cuts in the form of slides, in each of which instances the extra quantities of excavation had already been liberally allowed.

Having satisfied ourselves that with the addition of the allowances indicated in the first two of the numbered paragraphs above, the final estimate as previously tendered includes full and complete allowance for all work performed and gives all the compensation to which you are entitled under the terms of your contract, a final revised voucher has been prepared, making the additional allowances referred to, which is attached hereto.

Very truly yours,

Roy A Klein (Signed

RAK:HI State Highway Engineer

Portland, March 27, 1928

To the Honorable Highway Commission,

State of Oregon.

Gentlemen:-

After repeated failures to obtain an equitable settlement covering the construction of Unit 3, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway, Contract 835, I am appealing to your honorable body for hearing those phases of the work which are in controversy. We wish only that which we are justly entitled to, and which any contractor should reasonably be expected to receive on work of this character.

The matter of difference will be briefly referred to hereunder and we shall gladly submit proof of any claim made herein.

1. Board furnished State Employees. Board, tents and bedding was furnished during March, April, May & June 1927, for State Employees engaged in Engineering and quarry prospecting work. Bills in the amount of $70.75, showing names and dates have been submitted to the Highway Department, but no payment has been made.

2. Culverts. At. Station 272 a 12" culvert was staked out in bad ground. The pipe was laid and later was damaged by slides, blocking the inlet and destroying the alignment, which necessitated relaying at a cost to us of $35.24. We request this item be covered by force account, which is the usual method of payment for such work.

At Station 198-25 we excavated according to the Engineers stakes a culvert intake. After the work was completed and our forces moved from the site of the work, the Engineer restaked the intake to larger dimensions. This additional work was done at a cost of $35.35, for which amount we rendered bills,

but have received no payment thereon. We submit that work of this character should be classed as extra work and paid for accordingly.

The Engineers' estimated submitted, which were the basis of our payments to subcontractors, shows

1462 lin.ft.	12" culvert pipe at	$2.00 per ft.	$ 2,924
582 lin.ft.	24" " " "	6.00 " "	3,492
		Total	$ 6,416

After installation of the pipe and payment to our employees, on the basis of Engineers estimates, for said pipe, the purported final estimate as a basis of payment to ourselves, shows:

1311 lin. ft.	12" culvert pipe @	$ 2.00	$ 2,622
564 " "	24" " " @	$ 6.00	3,384
		Total	$ 6,006

The difference between the amounts is $410.00, which we submit is a just charge against the work, as it represents our out of pocket expense, as a direct result of conflicting estimates of your Engineers. It could not reasonably be expected that a contractor keep on engineering organization on the job to measure up the various items of work and materials.

Due to changes and eliminations in the length of position of pipe culverts there was a surplus of 147 lin. ft. of culvert pipe over the amount ordered by the Engineer. This pipe was ordered by the Engineer to be sent for use on an adjoining contract. The cost of hauling this pipe from Brookings to our Camp 2 was $70.20, for which we have received no remuneration. Claim is made for this amount.

After the surplus pipe was removed from the limits of our project the Engineer ordered a 24 ft extension to the 18" pipe culvert at Sta. 199-62. This additional pipe was hauled from Contractor Engelhardt Camp, where it had previously been moved from our camp.

On the purported final estimate there has been deducted $65.28, or at the rate of $2.72 per ft. We submit that the State should deduct only $1.50 per feet, or $36.00, which represents the value of the pipe, and that we should be paid also $10.80 which represents the cost of again hauling the pipe to the site of the work. The difference between the amount estimated and the proper compensation being $45.03, for which amount claim is hereby made.

Extending concrete pipe culverts originally staked too short. Pagan and Gassman's bill against J W Sweeney Constr. Co. at Stations 129-50, 138, 143, 144-50, 144, 173, 302, 310, 311-75. These culverts were ordered extended by Engineer in charge, after they were completed, at a cost to us of $32.10. The extra cost of labor should be paid for as force account, and claim is made for this amount.

Excavating and filling rock drains at Stations 138,141,141-03, 143, 254, 293, 311 and 366. This is for extra work ordered by Engineer. The work was done by Pagan and Gassman and billed us, cost $87.81. Claim is made for this amount.

3. <u>Clearing and grubbing.</u> We request a remeasurement of the extra clearing on the entire project for the reason that clearing has been estimated only in places where the forest cover was extremely heavy, such as at pipe ends and in draws where the slopes extend fartherest from the right of way line. Our estimate was based on the average of the clearing over the entire project, and we respectfully submit that this method should be applied in computing the extra clearing. We believe, in the absence of the exact measurement, that the averages of the slopes of cuts and fills, which extend beyond the limits of the 60 ft. Right of Way is equal to a strip of at least 20 ft of average width which would be equal to 13.9 acres. The purported final estimate shows only 8.34 acres of extra clearing of which .26 acres was on county road connection on Moore

place, and extra outside of our contract (sta. 458.) We make claim for 5.82 acres of extra clearing at $400.00 per acre or $2,328 and respectfully request a remeasurement of same.

4. Crusher Installation. Your proposals and plans which we bid on calls for the installation of box culverts amounting to 1220 cubic yards of Class A Concrete. With a view of supplying aggregate for this work we installed a crushing plant opposite station 300. The rock at this site was sampled, tested and approved by your engineering organization before the installation of this plant. No sooner had we got in operation than your engineers made changes in the amount of concrete to be placed, changing the amount from 1220 cubic yards to 361.81 cubic yards. Before the change was made the materials were rejected for use by your engineering organization who had formerly approved them. Had we known that the yardage of concrete would be reduced in this proportion we never should have installed the plant.

We are not now asking for anticipated profit on the work eliminated, but request payment for our out of pocket cost for this crusher installation, which amounts to $2,048.81, according to our books, which are open to your inspection.

It will readily be seen that the cost of the work performed, as a result of these changes, was materially increased, and we ask that just compensation be made.

5. Extra Cement. In the construction of box culverts we were required to use 362 sacks of cement, over and above the amount required for the specified mixture. This extra cement cost us at the site of the work $1.17 per sack, or $423.54. This concrete was made under direction of your inspectors with material approved by them. We used additional sand, over and above the specified amounts wherever required to do so, and as a result of the continual changing of the proportions of the concrete mixture our labor costs were considerably increased. We are making no claim for the extra sand and labor,

but believe we should be reimbursed for the cost of the extra cement used.

6. Rock encroached to box culvert, Station 247. This is a special case where in the excavation for an inlet into a box culvert it was necessary to install diversion dam and flume to divert water from the creek. Excavation was made in solid rock. Payment was made at our excavation price of 67¢ per cubic yard. We submit that in cases of this kind, which involve special construction features, that the work should be done on a force account basis. Our cost for this work, over and above the amount estimated, was $250.00, and we request allowance in the amount be made.

7. Interference. The heavy work between station 238 and Sta. 259 was sublet to Pecator Bros. Stationmen who opened up the work by the use of trap tunnels in the cuts at Sta. 244 and Sta. 250. These cuts are in a very slippery serpentine formation. When the ground became saturated to the extent that it was hazardous to work men in this formation they moved to the cut at Sta. 246, which is of stable and dry material. The Engineer in charge at that time would not permit the men to open up this cut. As a result of this unwarranted interference on the part of the Engineer in charge, the stationmen threw up their contract and left the work unfinished, and it was necessary to complete the work by day labor. This also caused delay in the completion of the contract, necessitating the maintenance of an organization on the work the following year, thus necessitating the removal of numerous slides at our excavation price of 67¢ per cubic yard. As a direct result of this interference, without normal plans for completing the work we suffered a loss of $3,845.27 for which we ask compensation.

8. Change in haul of material. We subcontracted the work between station 220 to 230, and after the contract was made the Engineer changed the alignment and grade, requiring the material to be hauled up hill, instead of down hill, as was the plan on which our bid was made. The yardage involved between these limits

is approximately over 10,000 cubic yards, and we estimate the difference in cost between moving material down hill and up hill to be 10¢ per cubic yard.

We are now facing litigation with the sub-contractor as a result of this change, and request that we be paid for this extra cost, which amounts to approximately $1,000.00).

9. Overhaul : We request a recheck of the quantities allowed as overhaul. The actual quantities moved, as shown on the purported final estimate is 11,245 cubic yards in excess of the profile quantities, and the overhaul, as allowed on the said estimate is 42,265 sta. yards less than the profile quantities. We know of no place where the actual limits of haul have been materially decreased from the original plan of distribution, as shown on the profile and believe a recheck of this item will show approximately 40,000 station yards of overhaul that has not been included in the estimate.

10. Removing windfalls : On Feb. 3 and 4, 1926, the area under construction was visited by a wind and rain storm, which brought trees, limbs and debris onto the roadway, between stations 160 and 380. Under date of July 15, 1927, I signed a Price Agreement, in the amount of $1,000.00, based on the estimate of your resident Engineer covering the clearing up and burning of the timber and debris which littered the right of way. The work was promptly done, but no payment has been made for this item. The agreement was approved by Res. Engineers and we can see no reason why the $1,000.00 due us should be longer retained.

11. Sliding fills, Station 191 to 206. The fills at Stations 195 and Station 200 were constructed originally of serpentine material, which subsided and slid out repeatedly. The material necessary to build up or reconstruct the fills were ordered taken from adjoining serpentine cuts, instead of from easy moving material of a stable character which were available nearby.

This portion of the work was let to stationmen, who abandoned the work on account of these conditions. The work was sublet the second time, and was abandoned for the reason that the slope stakes were being continually changed, forcing us to finish same by day labor at a great increase of cost.

Due to the attempt of your Engineers to construct these embankments, using unstable materials where satisfactory materials were available caused us to move approximately 5,000 cubic yards of serpentine material at an increased cost of $1.00 per cubic yard over what satisfactory materials which were available, but the use of which were denied us, could have been handled.

We submit that materials, such as were encountered on this section of the project, when handled under the conditions imposed upon us, are not representative of the work, and should be paid for at a rate commensurate with the cost of removal. We therefore make claim for the additional cost of removing approximately 5,000 cubic yards at $1.00 per yard or $5,000.00.

12. Drain Ditch Sta. 196-198. We constructed under the orders of the Engineer a diversion ditch, beyond the Right of Way to divert the flow of water from small creeks into a culvert at Sta. 198-25. Force account bills covering our out of pocket cost in the amount of $136.54, were submitted, but were never paid. Our only compensation for this work was a small amount of yardage allowed which would hardly cover the cost of clearing and grubbing.

13. Extra work Station 200. At the toe of fill at Sta. 200, we constructed, on a force account basis, 90 lin.ft. of 12" drain tile. The cost of this work follows:

Cost of labor	$ 72.52
Cost of pipe	72.00
Cost of cartage	36.00
Total	180.52

We were allowed $180.00 for this work. No percentage being allowed to cover superintendance, use of tools, insurance, etc. We request that payment be made, as provided in the specifications for extra work, which would make the amount $203.30, or a difference of $23.30 from the amount allowed.

14. Resloping. In June, July and August 1926 we finished sloping of cuts at Sta. 284 and Sta. 300, which were staked on slopes 3/4 to 1. Due to sloughing of the cut slopes and slides, the cut slopes later were restaked to slopes of 1 to 1. We again chiseled down the slopes and submitted bills in the amount of $499.76, covering the cost therefor, but have never received payment. We submit that the yardage between slopes of 3/4 to 1 and 1 on 1 is insufficient to justify us in doing this additional sloping without compensation therefore.

Under work approved by your Engineers' order No. 6, we completed resloping of various cuts and submitted, in July and August, 1927, bills in the amounts of $955.01, covering the cost of this extra work. We have received no payment therefore and request early payment of these long overdue accounts.

15. Maintenance of Completed Roadway. During the winter of 1926 and 1927 we maintained, watchman to keep open the ditches and culverts on the completed portion of the work. The work was undertaken under work orders signed by the Resident Engineer. The cost of this work was $160.80 for which no payment has been made.

16. Ditch Excavation. We were ordered to construct a surface ditch on the mountain side, above cut at Station 200, which ditch was not shown on the plans. This involved hand work at an expense to us of $75.98, for which we have received no compensation.

17. Culvert Excavation at Station 220. At Station 220 we made Excavation in soft ground, requiring timbering a trench about 10 ft. deep. Pipe was laid in the trench and we were required to haul material for backfill. We actually excavated 367 cubic yards of excavation at a cost of $223.74. We were paid for 218 cu.yds. @ 67¢ or $146.06. We request payment for the actual yardage moved, which makes a difference of $99.83.

Summary of the above claims amounts to $21,153.18. Some of the items may appear small, but in the aggregate they amount to a considerable sum. We believe we have made no claim, however small that does not merit the earnest consideration of your body.

The project as a whole was most difficult, due in a large measure to the serpentine formations which are continually sliding. An inspection of the work will reveal the fact that there are places where breaks occur in the side hill from 50 to 75 ft. back of the cut slopes, and that heavy subsidence above the cut slopes has occurred. Under these conditions it is almost impossible to make a fair estimate of the actual quantities moved.

We were also handicapped by reason of the fact that there were three different Resident Engineers in charge of the work at various times, and their orders and methods of measurement, and payment for the work performed were often conflicting.

We request that the matter in controversy be submitted to a board comprised of three competent and experienced Engineers, one to be selected by yourselves, one to be selected by us, and the two selected be given authority to select a third Engineer of broad experience in projects of this character. We ask for no more than that which we consider to be fair and equitable, and will gladly abide by the decision of such a board of arbitrators.

Yours truly,

J.W. SWEENEY CONSTRUCTION CO.

OREGON STATE HIGHWAY COMMISSION

SALEM

May 26, 1928.

Mr. J.W.Sweeney
155 Kingston Avenue,
Portland,Oregon

Dear Sir:

I am handing you herewith a copy of my report which I have prepared for the Commission, covering your claims on Contract No. 835, Unit No. 3, Burnt Hill-Chetco River Section of the Roosevelt Highway in Curry County.

Very truly yours,

Roy A. Klein (Signed)

State Highway Engineer

RAK:HI

OREGON STATE HIGHWAY COMMISSION

Salem

May 26, 1928

Members of the Highway Commission.

Gentlemen:

At the Highway Commission meeting on April 20, the Engineer was instructed to furnish a written report on the claims of J.W.Sweeney for additional compensation on contract No. 835, grading Unit No. 3, Burnt Hill-Chetco River Section of the Roosevelt Highway in Curry County. I have consulted and conferred several times with the resident engineers and division engineer in charge of this work during construction, and in addition have their written reports on the various phases of the work bearing on these claims.

In compliance with your instructions, the following report is submitted taking up Mr. Sweeney's claims in the order used in his letter of March 27, 1928:

Claim No. 1 For board and lodging furnished to state employes during the months of March, April, May and June, 1927. Amount: $70.75.

This claim has not before been mentioned by the contractor and the bills do not appear to have been received. Copies have been requested of Mr. Sweeney and when they are received and checked over, if found correct, arrangements for their payment either by the state or by employes to whom the board and lodging was furnished can be arranged.

Claim No. 21 First Item. For relaying 12-inch pipe culvert at Station 272 account of damage by slide. Amount claimed $35.24.

The resident engineer reports that this culvert was not damaged by the slide and was not relaid. The slide buried the inlet end of the culvert and necessitated 36.8 cubic yards of excavation. This excavation was paid for at the contract price for excavation, the payment amounting to $24.65. Payment in this manner for work of this kind is customary and in accordance with the terms of the contract.

Claim No. 2. Second Item. For enlarging inlet excavations for culvert at Station 198-25. Amount: $35.26.

The enlarging of this inlet required 51.9 cubic yards of excavation. Payment for this was made at the contract price for excavation, the payment amounting to $34.77.

Claim No. 2. Third Item. For reduction in estimated quantities of culvert pipe after contractor had paid the sub-contractors. Amount: $510.00

An examination of our monthly progress estimates and final estimates is consistent throughout and show the exact lengths laid and paid for.

Claim No. 2. Fourth Item. For hauling 147 lineal feet of culvert pipe from Brookings to contractor's Camp No. 2. Amount: $70.20.

The pipe referred to in this claim was later taken from the contractors camp by the Collins Pipe Co and hauled to the Engelhart Camp to fill an order from the Engelhart Construction Co. The benefit of the hauling performed by Mr. Sweeney, therefore, accrued to the Collins Pipe Co and he should look to that company for reimbursement.

Claim No. 2. Fifth Item. For reduction in charge made for 24 feet of 18-inch culvert pipe furnished to the contractor at the Bauers & Bauers Camp (Unit No. 1), and for the hauling of that pipe to the site at which it was installed. Amount: (a) Reduction in charge $29.28. (b) Cost of hauling $10.80.

This is another claim not previously made by the contractor. In view of the showing made, an allowance of $29.28 is made, but no allowance is made for hauling the pipe, as the cost was no greater than though the pipe had been hauled from Brookings, as the contract price contemplated.

Claim No. 2 Sixth Item. For extra expense involved in extending culverts after they had been completed. Amount: $52.10.

This is another claim not previously presented. It is not usual practice to allow additional amounts for extensions of culverts, but in view of the fact that these culverts, on account of their location, were hard to get at, an allowance is made of the amount claimed, $52.10, provided it is supported by payroll showing actual disbursements for this work.

Claim No. 2 Seventh Item: For excavating and filling rock drains. Amount: $87.81.

Payment for this work was made at the contract prices for excavation and dry rubble masonry, there being no unit price for rock backfill for drains. The total amount paid for this class of work was $97.17, which is more than the amount claimed.

Claim No. 3. For further allowances for clearing and grubbing. Amount: $2,328.00

There has been allowed on this item 8.34 acres of extra clearing in addition to the 60 feet required by the lump sum bid. This additional acreage is based upon actual measurements carefully checked to be sure that nothing has been omitted. It is equivalent to a 13 foot strip throughout the entire length of the job. In addition to this, the contractor was allowed force account in the amount of $553.09 for the removal of windfalls and danger trees. There is no reasonable basis upon which any further allowance for clearing and grubbing can be made.

Claim No. 4 For installation of rock crusher to produce broken stone for use in construction of concrete box culverts. Amount: $2,048.81.

The installation of this crusher was wholly at the option of the contractor. It was his purpose to use the screenings from this operation instead of sand, but the screenings would not meet our sand specifications for size and grading and could only be made satisfactory by the use of considerable extra cement. The contractor hoped by this installation to save the cost of hauling sand and gravel from the Chetco River, particularly in the fall and winter months when the hauling conditions would be difficult. Neither the sand nor the broken stone were wholly up to specifications, but both of these were accepted in order to make use of the materials which had been produced. The acceptance of the sand was made with the understanding that the proportion of cement to be used in the concrete be increased 20%. Neither the sand nor the broken stone was rejected by the engineer, but at the contractor's own option. Their use was discontinued after a time and gravel and natural sand were hauled in from the Chetco River.

Claim has been made that the concrete yardage was reduced by the elimination of box culverts and the substitution of concrete pipe. This is a fact, and the change was made in order to expedite the work which was falling far behind schedule so as to permit the earlier beginning of grading operations. It should be noted that the contractors prices for culvert pipe were much more profitable to him than his price for concrete in box culverts. The change from box culverts to concrete culvert pipe was very acceptable to Mr. Sweeney and he so admitted at the time, as it was to his advantage to have the reduction in the concrete yardage made.

Claim No. 5. For extra cement used in concrete. Amount: $423.54.

This cement is extra cement which was required to be added in order to produce from the crushed rock, sand and gravel furnished by the contractor a concrete of the strength contemplated in the structural designs and it included the extra cement which was to be furnished by Mr. Sweeney as a condition of the acceptance of the screenings from his rock crusher which were used as sand. There is possibly some question as to whether Mr. Sweeney should be required to bear the cost of all of this extra cement, some of which was used with Chetco River sand and gravel, and in view of this uncertainty, in order to give him the benefit of the doubt, it is recommended that this claim be split fifty-fifty and that the state assume one-half of the cost of the same, or $211.77.

Claim No. 6. For cost of making excavation for box culvert at Station 247, and of diverting water from natural channel while culvert was in process of construction. Amount: $250.00

The conditions involved in the construction of this culvert were not at all unusual. Payment for the same has been made in the manner provided in the contract and no further payment is due. Contract prices are necessarily average prices and must apply to unfavorable as well as favorable conditions.

Claim No. 7. For loss on Pecator Bros. sub-contract. Amount: $3,845.27.

The basis of the contractor's claim on this item is that because the engineer would not permit the sub-contractors to work in a certain cut at a certain definite time that they abandoned the work and the contractor was unable to relet this particular unit and had to do the work with his own forces by day labor. This is only an ordinary hazard of subcontracting work. The engineer was well within his authority in refusing to allow the excavation of this cut at that particular time because the materials from that cut were desired for topping on a certain embankment. This claim is rejected.

Claim No. 8. For cost of up hill haul on materials in cut between Station 220 and 230. Amount: $1,000.

In this claim, the contractor has singled out one instance in which a line change has affected him adversely, disregarding entirely those that have operated to his advantage. Whatever extra cost, if any, has been borne by the sub-contractor and has resulted in no extra expense to Mr. Sweeney. The sub-contractor has no claim against either Mr. Sweeney or the state as he was informed of the line change and of its effect before he undertook the work. As a matter of fact, since this was a high cut and being removed by teams, a large portion of the material a down hill haul anyway.

Claim No. 9. For an increase in the quantity of overhaul allowed. Amount: No definite amount.

The quanitities of overhaul have been carefully measured and computed and the computations have been carefully rechecked. The contractor is invited to point out specific cases in which the overhaul has been made and not paid for.

Claim No. 10. For removing windfalls resulting from the storm of February 3 and 4, 1926. Amount: $1,000.

During a severe coast storm, several trees off the right of way fell on the sight of way at the time clearing operations were in progress. It was impossible to definitely segregate the additional cost to the contractor on this account, but the engineer estimated that the extra work was equivalent to 1.384 acres of extra clearing which gave him $553.60. This is considered sufficient to fully compensate the contractor, and I would recommend against any further allowance.

Claim No. 11. For an extra allowance of $1.00 per cubic yard for 5000 cubic yards of material placed in fills at Station 195 and 200. Amount: $5,000.

The contractor in his statement infers that he was required to borrow serpentine materials for the construction of this embankment. This was not the case. The serpentine materials were in an adjacent cut which had to be removed in any case. The work at this point was not materially, if any, different from that called for on the plans when the bid was made. This claim is rejected.

Claim No. 12. For the construction of a diversion ditch at Station 198+25. Amount: $136.54.

The contract provides that ditches of this kind are to be paid for at the same unit prices as apply to the performance of other work under the contract, and this ditch was so paid for. The payment amounted to $75.30.

Claim No. 13. For additional allowance for the construction of a 12-inch culvert or drain at the toe of the fill at Station 200. Amount: $23.30.

This work was paid for at the contract price and no circumstances are involved that would entitle the contractor to any further allowance.

Claim No. 14. For resloping. Amount: $1,454.77.

This is divided into two items, one for resloping cuts at Station 284 and 300 for which reimbursement for $479.76 is asked, and another claim of $955.01. The cuts above mentioned, due to slides, were restaked from 3/4:1 to 1:1 slopes. The yardage involved both in the slide and sloping amounts to 768 yards for which the contractor asks the additional sum of $499.76 in addition to the sum of $524.67 which he has received at his unit prices. This extra claim is equivalent to about 65 cents per yard, which is out of all reason. It should be noted that there is a certain proportion of sloping required in all work and because the amount of sloping required for this particular yardage is in excess of average conditions, the principle of paying for this resloping is accepted, provided the claim is reduced to reasonable proportions. It should be noted that Washburn & Hall took a contract for removal of slides on the adjoining units in which a certain amount of resloping was required. Their bid on these three units averaged 63 cents per cubic yard or 4 cents less per yard than Mr. Sweeney received, and they did this work without any allowance for resloping.

The second part of this claim amounts to $955.01. This is claimed to be the balance which was not allowed for sloping in 1927. This claim was disallowed for the reason that it covers a large part of the work which was done during the dry period between July 20 and August 14 when the material was dry and could be handled easily. Some resloping was allowed during the spring months of 1927 when the material was wet and difficult to handle with teams. As in the case above, I believe that resloping should be allowed in principle, provided the same is held to a reasonable figure in proportion to the total yardage handled, and would be willing to consider this claim further on that basis.

Claim No. 15. For maintaining a watchman to keep ditches and culverts open during the winter of 1926 and 1927. Amount: $160.70.

The contract provides that during the winter when the work is closed down, the contractor must keep all ditches and culverts open and must otherwise look after and protect the work against damage and deterioration. There is no basis upon which any part of such work can be allowed by the state.

Claim No. 16. For Construction of a drain ditch at Station 200. Amount: $75.95.

This ditch was paid for at contract prices, the total amount paid being $71.50.

Claim No. 17. Additional allowance for culvert excavation work at Station 220. Amount: $99.83.

Culvert excavation work was paid for at the contract prices and no conditions were involved which would entitle the contractor to any further allowance.

This contract was let on July 28, 1925. The date of completion was December 31, 1926. The work was not completed on that date, and the first extension extended the time to June 15, 1927; the second extension, to August 15, 1927. The job was finally completed on September 3, 1927, eight months behind scheduled contract time. This delay interfered seriously with the surfacing contractor.

This overrun in time made it necessary to have three different engineers on the job, which is a cause of complaint by the contractor. That their orders and instructions were conflicting and caused the contractor extra expense is denied.

Very truly yours,

Roy A. Klein (Signed)

RAK:HI

State Highway Engineer

ASSOCIATED GNERAL CONTRACTORS OF AMERICA

PORTLAND CHAPTER

Portland, Oregon
May 29, 1928

Oregon State Highway Commission,
Mr. H. B . Van Duzer, Chairman
Portland, Oregon.

Gentlemen:

Mr. John W. Sweeney of the J.W.Sweeney Construction Company, is another victim of the "pay when you can wear them out" policy of your Engineering Department. We had the Greenwood & Dann case of 14 months after work finished before any move to pay them a final estimate; the Crooked River Bridge case, one year getting settled up after imposing dedication ceremonies- now we have the Sweeney case getting well started for the usual year.

We do not wish to become personal in these matters but the policy of nickeling a contractor to death by dilatory, vaccilating tactics, piecemeal, once in a while allowances, has become such that very few contractors of experience are willing longer to bid on state highway contract roadbed work and there is every reason for a lack of confidence from many of the results attained. There seems no decent excuse in reasonable engineering or business practice for this continued procrastination and dragging out of business matters.

Most of the delay in 1927 mentioned, was due to improvements made and dragged along by dilatory procedure and delayed instructions.

Mr. Sweeney asked you at the March meeting for administrative relief. He asked for the promised reply, repeatedly during this month and as usual, gets it at the very last minute, just beforethe May meeting, two months here.

Of a total of 23 items of around $21,000, 11 small claims of $1721.98 are allowed and another allowed in principle but sparring for a price on work that is in any similar case allowed as force account-anywhere, by anybody with even court decisions behind such policy. Resloping cuts, already sloped- 3/4 to 1 to 1:1 at a plain yardage price is preposterous and Mr. Klein knows it.

On the claim No. 7. If this argument of material wanted for some finishing is to hold- why was it not so used, and why make such interference in plan for handling in the first place.

On the claim No. 8. why make thorough cuts in serpentine, which was used for fills and which fills were refilled time after time and then defends it- when the written record is clear that the work of revision was continuous.

On the claims 4 and 5. The point of this argument is lost. Before the change from Boxes to Pipe was made the crusher was set up and everybody knew it. Then, after the change was made the crusher, not justified by later events was on hand and all dressed up and no such crushing to do, as originally with everybody's eyes open, was expected when it was put in.

Claim No. 5. If allowed at all should be allowed in toto. It is admitted that there is justice in it. It ties into No. 4.

Claim No. 10 and No. 3 seem to be mixed up. One was for one storm, the other for another on which two allowances were made. One on a price agreement for $1000 repudiated, the other on a work order for $750 for which $553 was the total charge by the contractor.

We believe the reply, late as it is, is the very best argument in itself on which the Commission may be warranted in appointing a board of arbitrators for adjusters to go over this set of claims and ascertain the real facts and essential equities involved. We believe your Commission wishes to do the fair thing but is sometimes hampered in finding out what it is all about.

We therefore recommend consideration of some re-examination by new blood in an open manner. Three finals have already been prepared, each one with a small additional concession, and the year is not yet quite up.

I regret I am to be out of town Tuesday and cannot appear in person, but I am satisfied Mr. Sweeney is being unjustly used and we ask your firm action to assure just settlement.

Yours truly,

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

G. B. Herington, Executive Secretary

Portland, June 29, 1928

To the Honorable Highway Commission,

State of Oregon

Salem, Oregon.

Gentlemen:

Referring further to the matter of the settlement covering construction of Unit 3, Burnt-Hill Chetco River Section of the Roosevelt Coast Highway in Curry County, Oregon, Contract No. 835, we submitted under date of March 27, 1928, a summary of the various items covering work and material for which we had not received equitable settlement, and requested that your Honorable Board cause this matter to be submitted to a competent Board of Arbitrators with a view of arriving at a settlement which would be just and equitable both to ourselves and to the State.

Under your direction the matter was referred to the State Highway Engineer, with instructions to promptly render a report and it was agreed that a copy of said report would be furnished us in time for us to make reply at the next meeting of the Commission.

We received copy of the Engineer's report on the afternoon of May 28, 1928 (two months later) and less than a day in advance of the scheduled meeting of the Commission, on May 29. We were therefore unable to make competent reply at the last Commission meeting, due to the unwarranted delay in receiving the Engineer's report.

A review of the recommendations of the Engineer, as per his report of May 26, 1928, indicates clearly his intention to withhold just payment of the claims submitted and his desire to recommend payment in piecemeal allowances, and only for the parts that he is forced to allow through the preponderance of evidence supporting the claims.

We submit that this policy is unfair and unjust and that a legitimate contractor should be entitled to receive payment for work performed promptly and in conformity with the spirit of the specifications.

We therefore shall not burden the Commission with all of the details covering minor claims which ordinarily are paid without the necessity of prolonged negotiations, but wish to bring to the Commission's attention certain instances where the Engineer has dismissed the claim without serious investigation or consideration.

Claim No. 1 Board for State Employes:

Contrary to the Engineer's statement we submitted bills covering this item under date of April 4, 1928.

Claim No. 2. First Item: We submit that the culvert at Station 272 was damaged by slides and was relaid in part, which facts can be proven by competent witnesses. We also suggest that excavation under the conditions imposed at this site is not comparable with the ordinary run of excavation where payment is made on a yardage basis. We submit also that the estimate submitted August 29, 1927, which estimate is purported to be the "Final Estimate" does not show any allowance for excavation due to digging out obstructed culvert inverts.

Claim No. 2. Item 2: The Engineer infers in his report that 51.9 cubic yards was allowed for enlarging inlet to culvert at Station 196-25. This is misleading and deceptive, as but 52.3 cubic yards was all that was allowed on the final estimate, which amount covers both the original excavation and the enlarging of the intake.

Where it is necessary to move forces back to revamp work which has once been completed to the Engineer's satisfaction, we submit that payment for actual out of pocket cash should be made.

Claim No. 2. Item 3: Payment was made on the basis of estimates furnished by the Resident Engineer to stationmen, showing the amount of work performed. This is the only basis we have for payment to subcontractors, as it is usually supplied in advance of the monthly or final estimate.

The purported final estimate shows a minus quantity of 18 lin.ft. of 24" pipe, regardless of the Engineer's assertion that estimates are consistent.

These instances are cited to show how little consideration of the merits of the various claims submitted have been given.

Claim No. 3. We requested a remeasurement of the area of extra clearing.

We understood from the Engineer's report that he has only checked the computations of the original measurements which we believe to be in error by approximately 5.8 acres.

Claim No. 4. It is apparent to any one that the installation of a crushing plant to manufacture aggregate for 361 cubic yards of concrete would not be made. The plant was installed to provide aggregate for 1220 cubic yards of concrete, which is the volume we bid on. Since the change from 1220 cubic yards to 361 cubic yards was made we should be paid for this crusher installation, as is provided in the contract where the character of the work and the unit cost thereof is materially changed.

Claim No. 5. We should be paid for this claim in full. We cannot satisfy our material men nor laborers on any 50-50 arrangement.

Claim No. 6. Your Engineer advises that the conditions at Sta. 247 are normal, and that no consideration of our claim be given. We submit that the conditions were quite unusual and typical of the class of work which ordinarily is done on a force account basis.

Claim No. 7. We submitted this claim on the assumption that proper and impartial investigation would be made which we believe has not been done. We now state that the Resident Engineer was guilty of wanton interference with the sub-contractor's work and did everything in his power to cause the sub-contractors to abandon the work and that after accomplishing this purpose he permitted the work to be handled in any manner the workmen saw fit. The materials reserved for topping fill were not so used, but were placed in the body of fills. Conditions of this character affect directly the cost of the work and should not be dismissed without serious consideration.

Claim No. 8. We fail to follow the reasoning of the Engineer in his report on Claim No. 8.

We bid on the work on a basis of down hill haul. After the work was let and outfit assembled the haul was reversed. The contract provides for additional remuneration in cases of this kind and we see no valid reason for further vaccilation. In no instance did line changes work to our advantage, although several were suggested, where the change would have been advantageous to both the State and ourselves.

Claim No. 9. We requested a recheck of overhaul yardage. The Engineer invites us to cite specific instances where overhaul has been made and not allowed. We invite the Engineer to show specific instances where the hauls have been decreased materially from the original plan of distribution, which shows 40,000 station yards more haul than was allowed, though the total yardage excavated was far greater.

Claim No. 10. This claim has been dismissed by the Engineer without proper investigation. The amount of $553.60 was paid on order for Extra Work No. 4, issued April 20, 1927, for work performed during the winter of 1926-1927. Our claim is for clearing as a result of storms on Feb. 3 & 4, 1926. A definite price agreement was made covering this work. The amount agreed on was $1,000.00. Payment has not been made.

Claim No. 11. Regardless of the Engineer's statement to the contrary, we did borrow serpentine material between Sta. 195 and 200. The line was originally located in an impossible position and we were required to top out the fill each time they slid out. The character of the work was changed forcing us to adopt piece-meal method of construction, and the cost of the work was very materially increased. The contract provides for adjustment in such cases.

Claim No. 12. This is an unusual condition and should be covered by force account.-

The work without the limits of the right of way and was not shown on the plans.

Claim No. 13. The work was not paid for according to the provisions of the contract which provides for 15% on labor items.

Claim No. 14. This work was billed at the actual cost and is not excessive. Distinction between dry and wet weather work should not be made. The work of Washburn & Hall, as mentioned, is entirely aside from the question at issue. We do not care to barter further, as suggested, but request payment for these long overdue accounts.

Claim No. 15. This work also covered the maintenance of travel over the work. The account is just and should be paid.

A summary of our claims showing the latest recommendation of the Engineer follows:

Claim No.	Amount	Engineers Recommendation.
1	$ 70.75	$ 70.75 allowed
2 First item	35.24	Denied
Second item	35.25	"
Third item	510.00	"
Fourth item	70.20	"
Fifth item	45.08	39.28 allowed
Sixth item	53.10	53.10 "
Seventh item	97.81	97.17 " as yardage
3	2,328.00	Denied
4	2,048.81	"
5	423.54	211.77 " in part
6	250.00	Denied
7	3,845.27	"
8	1,000.00	"
9	2,400.00	"
10	1,000.00	"
11	5,000.00	"
12	136.54	73.30 allowed in yardage
13	23.30	Denied
14	1,454.77	Will allow part
15	160.70	Denied
16	75.95	71.50 allowed
17	99.83	Denied
	$ 21,153.15	Recommended for allowance $605.87

It will be seen from a comparison of our claims with the Engineer's report, that the Engineer has no serious intention of making a thorough investigation nor an equitable settlement of the claims, and it is therefore urgently requested that the matters in controversy be submitted to a competent board of arbitrators with a view of arriving at a fair and equitable settlement of these long overdue claims.

Respectfully yours,

H. Sweeney

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

Portland Chapter

Portland, Oregon
July 5, 1928

To T he Honorable,
The Oregon State Highway Commission, Messrs. Van Duzer
Salem, Oregon. Gates
Sawyer JOINT LETTER
Klein

Gentlemen:

After further reviewing the matters composing the claim of the Sweeney Construction Company, for work done on the contract No. 835, Unit 3- Burnt Hill-Chetco section of the Roosevelt Coast Highway in Curry County, Oregon, we frankly believe the Commission should take some definite steps to relieve the situation brought about by the delays already incurred.

We are ready to assist in any way possible in aiding both parties to a reduction of the controversial matter to a status of fact and obligation, asking no sacrifice of the dignity of the Commission, nor of the Engineer we are ready to go over the work itself, or to sit down around the table with all concerned and take up each item on its full merit and thresh it out to a conclusion in its full perspective, to do so at once. We do believe, sincerely, the time already consumed to no effect is seriously open to criticism.

We do believe it takes altogether too long to settle these matters, we do not wish to try to over ride anyone, and we earnestly believe these matters cannot be adjusted by long drawn out periods of correspondence, but can be adjusted in conference with all materials at hand.

As broad policy, in the light of all available experience, roadbed construction, particularly in such character of country as is represented in the Coast Range, is a matter which inherently cannot be predicted with accuracy beforehand- one cannot see into the ground- and in such cases the after result must often be reviewed to determine if justice be done, with a broad view of all the circumstances surrounding, instead of with a view of what is the least possible technical construction which may be invoked to bind the settlement.

We shall do our best if you consent, to assist in finding common ground for settlement on fair merit,

First, because we have as to our 110 members, a stake in the state, and a large one:

Second, because we believe there is honest difference in opinion between the Engineer and Contractor which further development and clearing of the facts will energize toward satisfactory conclusion:

Third, We believe the time of energetic effort to settle this matter around the table can be materially expeditied:

Fourth. because we believe the Commission wishes to be fair and
Fifth. because we have found that in controversial matter, advisory sitters, even without taking or having final authority, can often bring in a fresh point of view of aid to both parties.

This, then is recommended for consideration of the commission, that it be made an order that one commissioner, Mr. Klein and his assistant, familiar with the work, join Mr. Sweeney, his assistant likewise familiar with the work, and the Secretary of the A.G.C. of A., that they may go into conference as to matters still open, that they determine on those which can be agreed on without visiting the work and that they then go over the work if need be to clear up any other matters, after which they will make a joint report of final agreed-on findings, submitting any matters which they cannot agree on, with brief from either side, to another commissioner for a final judgment, that the joint report on matters agreed on and the final decision of the second commissioner on matters referred, be fully set out and the commission as a whole then act in settlement on its judgment of the one or two reports so rendered, that this be carried out during July and effort be made to settle fully at the August meeting.

Mr. Sweeney advises me he is willing to stake his claim on the result of such a manner of determination and we believe that in asking for this form of determination and its expedition any question as to delegation of authority by the Commission is disposed of and that no question can be raised of our belief in the Commission's sense of fair play- we are all thus become willing to stake the claim on the plainer, clearer hearing and a cool, leisurely discussion of the merits of each point of controversy.

Yours very truly,

PORTLAND CHAPTER, ASSOCIATED GENERAL CONTRACTORS

G. B. Herington, (Signed)
Exec. Secretary

OREGON STATE HIGHWAY COMMISSION

SALEM

August 22, 1928

Mr. J. W. Sweeney,
155 Kingston Avenue
Portland, Oregon.

Dear Sir:

We expect to, within a day or two, receive from the field the results of our remeasurement of the quantities of crushed rock left on hand in connection with the concrete work on Unit 3 of the Burnt Hill-Chetco River Section, and to be ready to prepare the final pay voucher in connection with this project. Before this voucher can be prepared, however, it will be necessary for us to have returned the two copies of the voucher for $3392.65 which was sent to you under date of March 6.

Please therefore return these vouchers to us at your convenience.

Very truly yours,

ROY A KLEIN
State Highway Engineer

By S.H.Probert (Signed)
Office Engineer

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

PORTLAND CHAPTER

Portland, Ore.
August 30, 1928

To the Honorable
The State Highway Commission of Oregon
Mr. Roy A. Klein, Secretary & Chief Engr.
Salem, Oregon.

Gentlemen:

As further light on the matter of Sweeney Construction Co claim Unit 3 Burnt Hill-Chetco, and discussion of force bills at cost vs yardage on serpentine cuts at Sta. 200 and 250, wish to call attention to the fact that bad serpentine was encountered in other cuts for which no remedy is asked. The material at Sta. 275 was of the same nature and while costly was handled without the peculiar circumstances surrounding the Sta. 200 and Sta. 250 cuts.

At Sta. 200 it was not only bad material but there was so much material added as slopes were set back out, that it was a bad, worse and growing worse situation at all times and one requiring going back and going back, very bad- for which the contractor had obligation to keep at until it was done- extraordinary material, extraordinary means, and even yet giving recurring trouble, just one of those things encountered in Coast Range grading- with two interested parties to the contract, both wishing to overcome the difficulty encountered.

At Sta. 250 (Pecator) starting on cuts by one reasonable method, station men unable to work safely in two very bad, very dangerous cuts during stormy weather, a good cut included- not allowed to work on it- no progress possible- discouraged- left- no one else would take it by this method and it became necessary to take them out by uncomfortable and expensive means, the engineer admits he would have let them work in the dry cut if he had had any idea they would leave as a result of his decision, which decision was based on some idea of using this dry material for topping out fills- which when the station men had gone was summarily abandoned and Sweeney of course had the wreckage of this series of events to clear up, at a cold loss, a serious loss.

We wish to bring these two spots into the picture on their peculiar merit, there is no claim on other bad, just as bad serpentine material elsewhere when no changes or interference with method was encountered. We wish also to call attention to the fact that the work was done- finished- gamely and that your contract does allow judgment to be used in such cases of extreme hardship- that to so use and to leave or fall away from a policy of using an extreme limit of beneficial interpretation, to one party is not necessarily the intent of such contract relation and we are sure

that contract interpretations in grading jobs are so very much tied to the individual circumstances that no precedent can be ever claimed in any such settlement as asked if it be so allowed- except in case the circumstances themselves should repeat in detail, when judgment must enter on their merits of the conditions then set up.

Mr. Sweeney is asking no profit on these two cost bills, only direct reimbursement in lieu of yardage, we have taken it up with the Commission for ruling in view of desiring to obtain authority for Mr. Klein which he may not feel like exercising without full reference to the Commission, not as a matter of going over his head. We trust you may be able to see the matter on broad grounds. But we wish to confine our serpentine, "World's Worst Serpentine" argument to these cuts in contra distinction to other cuts encountered on which no interference or essentially uncomfortable changes were made.

Yours very truly,

G. B. Merington (Signed)
Exec.Secretary PORTLAND CHAPTER

cc Hon. H.S.Van Duzer
" Robt. W. Sawyer
" C. E. Gates

OREGON STATE HIGHWAY COMMISSION

SALEM

September 5, 1928

J W Sweeney
155 Kingston Ave
Portland, Oregon

Dear Sir:

We are submitting herewith final estimate voucher for the grading of Unit No. 3 of the Burnt Hill-Chetco River Section, which voucher has been prepared in accord with the understanding had at the conference held with yourself and Mr. Herington on July 16th and 17th.

In this voucher, the following allowances are made in addition to those included in the previous final estimate dated March 16th, the claim numbers referring back to those used in your letters of July 5th and March 27th.

Claim No. 2:

Price charged for 24 ft. of 18 inch pipe furnished by State reduced from $2.72 to $1.50 per foot.
This allowance appears in the deduction items . . . . . $ 29.28.

For extending pipe culverts after they had once been installed. This allowance appears on a force account payment 61.36

Claim No. 4:

$712.60 is allowed for installation and dismantling of crusher.
This appears as a special adjustment on account of alteration of plans . . 712.60

$115.92 is allowed for crushed rock and screenings left on hand.
This appears as an estimate allowance at a special unit price 115.92

Claim No. 5:

For extra cement used in concrete work. This allowance appears as a force account or "Extra Work" allowance 211.19

Claim No. 10:

Quantity of extra clearing increased 1.18 acres to bring the allowance for removing windfalls after storm of February 3 and 4, to a total of $1,000.00 . . . . . 448.00

Claim No. 13:

Force account allowed for construction of blind stone drain alongside culvert at Station 298 . . . . . 23.87

Claim No. 14:

Force account allowed for resloping work not included in previous allowances. (A reduction of about $50.00 was made in this item on account of duplications of time on payrolls) 1,048.81

2,650.93

Very truly yours,

Roy A. Klein
State Highway Engineer

By S. H. Probert (Signed)
Office Engineer

- Third Estimate -

Letter by Roy A. Klein, attached to 3d final estimate.
"Grading, Unit No. 3, Burnt-Hill-Chetco River Section
Contract No. 835

Reimbursement of Contractor for Extra Expense Incurred
By Reason of Alteration in Details of Construction

Contract No. 835, between the Oregon State Highway Commission and the J.W.Sweeney Construction Co., provides that in case alterations are made in the plans for the work to be performed under the contract, which alterations materially change the character of the work to be performed, or the cost thereof, an allowance shall be made either for or against the contractor in such amount as the State Highway Engineer may consider to be fair and equitable.

The plans for the work which were furnished to the contractor as a basis upon which to compute his bid called for a total of 1220 cubic yards of concrete, and with the expectation that large yardage of concrete would be placed, the contractor went to the expense of installing a crushing plant to manufacture the necessary aggregate. The cost of this installation was $1,183.64, which figures $0.97 for each cubic yard planned to be placed. In the work as actually executed, however, only 352 cubic yards of concrete were used, and on this yardage the cost of the crusher installation figures $3.27. The contractor has, therefore, on account of the change in plans which reduced the quantity of concrete required, had to assume an extra cost of $2.30 on each of the 352 cubic yards of concrete placed a total extra expense of $832.60.

As this extra expense to the contractor was occasioned solely by changes in plans made subsequent to the execution of the contract, it is considered fair and equitable to reimburse the contractor for the same. As an offset to this extra cost, however, there has been a saving to the contractor of $1.00 per cubic yard on 120 cubic yards of sand obtained by the contractor from the Chetco River near Brookings due to the greater economy in obtaining the sand from that source than in producing crushed screenings as the contractor had contemplated. This saving of $120.00 reduces the total extra cost to the contractor from $832.60 to $712.60.

To reimburse the contractor for the extra expense indicated above, an allowance of $712.60 in favor of the J.W.Sweeney Construction Co., is hereby authorized and ordered.

(Signed) Roy A Klein
State Highway Engineer

Salem, Oregon
August 22, 1928"

DAN SHEARER, SUPT.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

BROOKINGS, OREGON

February 16, 1929.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Inclosed find latest copy of final estimate, contract 835, Burnt Hill Chetco River Section Roosevelt Const Highway, Curry County, Oregon, returned to you, as this is not a fair estimate.

We will call your attention to deduction of $50.00 for duplication on reeloping bills, after more than a year had elapsed. Our foreman, Lloyd Martin, who kept the time, is working for contractors in the State of Washington. You should have had your Engineers in the field check this time keeping when the work was in progress, and in all probability it could have been explained without loss to us. The $350.00 you deducted on these reeloping bills were just bills for work ordered done by your Engineers, and there was no reason why this deduction should be made, as we had to pay for this labor.

B.O.Johnson, Resident Engineer, ruled after we had finished grade to stakes, considerable of this work being done for the second time, that we must blade and build the shoulders for the surfacing. We contended this work was not in our contract. He differed with us, and ordered us to do this work. We said all right, we will will bill you for this force account. This has been partly paid.

Deduction of $120.00 for sand used in concrete box culverts, hauled from Chetco River, is so out of line with common reasoning that no explanation is necessary.

Youre truly,

J.W.Sweeney Construction Co.
By J W Sweeney

1 inclosure.

STATE HIGHWAY COMMISSION OF THE STATE OF OREGON

PETITION

Submitted Nov. 12, 1931.

Your petitioners, John W. Sweeney and Fred J. Spaeth doing business as the Sweeney Construction Company, hereby respectfully petition your honorable body and show the following facts, to-wit:

I.

That on July 28, 1925, the Sweeney Construction Company entered into a contract with the Highway Commission of the state of Oregon, being contract number 835, unit three of the Burnt Hill-Chetco River section of the Roosevelt coast highway, in Curry County, Oregon, being for 5.7 miles of grading of such highway, and thereafter the construction company entered into the performance of the contract, and thereafter completed said contract and the same was accepted by the engineers of the Highway Commission.

II.

That thereafter various estimates were rendered by the engineers of the Commission from time to time. And various claims for compensation were made and detailed claims for compensation have been filed from time to time with this Commission as will more definitely appear from the records and files of the Commission relating to said contract, and the State Highway Commission have furnished purported final estimates on the said work which have never been accepted by the contractors as being correct and there have been various supplemental estimates furnished from time to time in an attempt on the part of the Commission to have the contractors receive and accept an amount less than they claim to be due upon said contract. That each purported estimate so furnished has been different in amount and sums than the preceding estimates, and no final or conclusive estimate has ever been furnished to

the contractors and no estimate has ever been priced which they could receive as a settlement. That the contractors now state that they do not believe that they can procure a settlement or final adjustment from the engineers of the Commission that will be fair or will compensate them for the amount earned under said contract.

III.

The contractors represent to the Commission that they have been unpaid for the following major items, among others:

(1) For removing trees, limbs and tops of trees, and debris which had been caused by storms during the winter of 1925 and 1926, in the sum of one thousand ($1,000.00) dollars.

(2) That there are other disputed items between the contractors and the Commission; a detailed statement of which has long since been filed with the Commission and the engineers in approximately the sum of twenty thousand ($20,000.00) dollars.

(3) That there have been errors made upon the part of the Commission and its engineers in the measurements of excavations, and the contractors have caused a re-measurement and re-checking which was done by competent engineers, showing that the engineers of the Commission have short measured the contractors in approximately the sum of fifteen thousand ($15,000.00) dollars.

(4) That the Commission's engineers directed and ordered the contractors, Pagan and Gassman, to build and construct a rock crusher and roads to haul material out of, for which the contractors advanced the sum of approximately six thousand ($6,000.00) dollars, and which has never been repaid to the contractors.

IV.

That the contractors represent and show to the Commission that all of the measurements, estimates and allowances offered by the Commission's engineers have been unfair and

have never been the same or any of the estimates covering said work and have been such as would allow the Commission to have the benefit of some $47,000 worth of work and expenditures on the part of the contractors without any payment therefor by the state.

V.

That the records and files relating to this contract show a long, earnest and laborious attempt on the part of the contractors to adjust these difficulties with the engineers, and the Commission, extending from the date of the completion of the contract to the year 1929, and that there has so far been an impossibility to agree upon a fair or equitable adjustment of the rights of these parties. That detailed items, statements and claims have been made, filed and refiled with the Commission, and are now included in the records relating to this contract. For that reason the petitioners are not setting forth a detailed claim at this time, but refer to said records and files and ask that it be considered as a part of this petition.

VI.

That the contractors claim that in fair dealing, honesty, and equity they are entitled to have their claim submitted to arbitrators.

WHEREFORE, the contractors petition the Commission at this time, and pray its consent to arbitrating the difficulties between the contractors and the Commission, so that the matter may be finally adjusted.

Respectfully submitted,

J. W. Sweeney

Fred Smith

doing business as the

J. W. SWEENEY CONSTRUCTION COMPANY

December 4, 1931

S. W. Sweeney Construction Co.,
155 Kingston St.,
Portland, Oregon.

Gentlemen:

Reference is made to petition that you filed with the State Highway Commission sometime ago, requesting the Commission to give its consent to the arbitrating of claims arising out of your contract for the grading of Unit 5, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, Contract No. 656.

This matter was presented to the State Highway Commission at its meeting, held on November 13, 1931, but your request was denied as the Commission considered that the action taken by the previous Commission on November 14, 1928 was final. However, the Commission stated that it would be willing to have our Assistant State Highway Engineer, R. H. Baldock, revise the claims and make a report, provided that you would file a statement that you would accept Mr. Baldock's findings as final and conclusive. If you are willing to file such a statement with the State Highway Commission, instructions will be issued to Mr. Baldock to proceed with the investigations at once.

Awaiting your reply, I remain

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

December 4, 1931

Miss Beatrice Walton,
Secretary to Julius L. Meier, Governor,
Capitol Building,
Salem, Oregon.

Dear Madam:

Reference is made to your letter of the second inst., in which you request information so that a reply may be made by the Governor to a communication that he has received concerning a claim purported to be due the Sweeney Construction Company for highway work done for the State Highway Commission in 1927.

The claim to which you refer is one that arises out of a contract awarded by the State Highway Commission to the J. H. Sweeney Construction Company for the grading of 5.7 miles of the Roosevelt Coast Highway in Curry County, known as Unit No. 3, Burnt Hill-Chetco River Section and designated as State Highway Contract No. 855.

The contract was awarded on June 23, 1925 and completed on August 29, 1927. Mr. Sweeney at that time submitted a number of claims and after being checked over there were some which were allowed in part or adjusted and the balance were rejected by the Commission. Under date of November 14, 1928, the Attorney advised Mr. Sweeney of the action of the Commission, copy of which is attached hereto.

Mr. Sweeney at the meeting of the Highway Commission November 12 asked the present Highway Commission to reopen the case and consider again these claims. The Commission considered that the matter was closed, the work having been done under a previous Commission, but stated that they were willing to have Mr. R. H. Baldock, Assistant State Highway Engineer, review the claims again and make a report to the Commission on them, provided that the Sweeney Construction Company would file a statement that they would accept Mr. Baldock's findings as final and conclusive. As soon as such a statement is filed by the Sweeney Construction Company, the Engineer will proceed at once with the review of this matter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

HBG:AJ

Secretary

STATE HIGHWAY COMMISSION OF THE STATE OF OREGON

RECEIVED
NOV 5 1931
OREGON
STATE HIGHWAY COMMISSION

PETITION

Your petitioners, John W. Sweeney and Fred J. Spaeth doing business as the Sweeney Construction Company, hereby respectfully petition your honorable body and show the following facts, to-wit:

I.

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II.

That thereafter various estimates were rendered by the engineers of the Commission from time to time. And various claims for compensation were made and detailed claims for compensation have been filed from time to time with this Commission as will more definitely appear from the records and files of the Commission relating to said contract, and the State Highway Commission have furnished purported final estimates on the said work which have never been accepted by the contractors as being correct and there have been various supplemental estimates furnished from time to time in an attempt on the part of the Commission to have the contractors receive or accept an amount less than they claim to be due on said contract. That each purported estimate so furnished has been different in amount or sums than the preceding estimate, and no final or conclusive has ever been furnished to

the contractors and no estimate has ever been priced which they could receive as a settlement. That the contractors now state that they do not believe that they can procure a settlement or final adjustment from the engineers of the Commission that will be fair or will compensate them for the amount earned under said contract.

III.

The contractors represent to the Commission that they have been unpaid for the following major items, among others;

(1) For removing trees, limbs and tops of trees, and debris which had been caused by storms during the winter of 1925 and 1926, in the sum of one thousand ($1,000.00) dollars.

(2) That there are other disputed items between the contractors and the Commission; a detailed statement of which has long since been filed with the Commission and the engineers in approximately the sum of twenty thousand ($20,000.00) dollars.

(3) That there have been errors made upon the part of the Commission and its engineers in the measurements of excavations, and the contractors have caused a re-measurement and re-checking which was done by competent engineers, showing that the engineers of the Commission have short measured the contractors in approximately the sum of fifteen thousand ($15,000.00) dollars.

(4) That the Commission's engineers directed and ordered the contractors, Hagan and Gassman, to build and construct a rock crusher and roads to haul material out of, for which the contractors advanced the sum of approximately six thousand ($6,000.00) dollars, and which has never been repaid to the contractors.

IV.

That the contractors represent and show to the Commission that all of the measurements, estimates and allowances offered by the Commission's engineers have been unfair and

have never been the same or any of the estimates covering said work and have been such as would allow the Commission to have the benefit of some $42,000 worth of work and expenditures on the part of the contractors without any payment therefor by the state.

V.

That the records and files relating to this contract show a long, earnest and laborious attempt on the part of the contractors to adjust these difficulties with the engineers, and the Commission, extending from the date of the completion of the contract to the year 1920, and that there has so far been an impossibility to agree upon a fair or equitable adjustment of the rights of these parties. That detailed items, statements and claims have been made, filed and refiled with the Commission, and are now included in the records relating to this contract. For that reason the petitioners are not setting forth a detailed claim at this time, but refer to said records and files and ask that it be considered as a part of this petition.

VI.

That the contractors claim that in fair dealing, honesty, and equity they are entitled to have their claim submitted to arbitrators.

WHEREFORE, the contractors petition the Commission at this time, and pray its consent to arbitrating the difficulties between the contractors and the Commission, so that the matter may be finally adjusted.

Respectfully submitted,

J. W. Sweeney Const. Co.
By J. W. Sweeney

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

December 2, 1931

JULIUS L. MEIER
GOVERNOR

Mr. Roy Klein
State Highway Engineer
Salem, Oregon

My dear Mr. Klein:

The Governor has received a communication with reference to a claim due the Sweeney Construction Company for highway work done some time ago. The statement is made to the effect that the claim has been outstanding since 1927.

Will you kindly give us a report on this matter which will enable us to direct the proper reply to the writer of the letter?

Very truly yours,

Beatrice Walton
Secretary

Mr Sweeney therefore
Mr. Sweeney should look to that

Exhibit "A"

Claim No. 1 For board and lodging furnished to state employes during the months of March, April, May and June, 1927. Amount: $70.75

This claim has not before been mentioned by Mr. Sweeney, and the bills which he states were submitted, seem not to have been received. Copies of the bills have been requested of Mr. Sweeney, and it is thought that when they are received and checked, arrangements for their payment either by the state or by the employes to whom the board and lodging was furnished, can be arranged for.

Claim No. 2 First Item. For relaying 12-inch pipe culvert at Station 272 account of damage by slide. Amount: $35.24.

Resident engineer reports that this culvert was not damaged by the slide and was not relaid. The slide buried the inlet end of the culvert and necessitated 36.8 cubic yards of extra excavation. This excavation was paid for at the contract price for excavation, the payment amounting to $24.65. Payment in this manner for work of this kind is customary, and is in accord with the terms of contract.

Claim No. 2 Second Item. For enlarging inlet excavations for culvert at Station 198+25. Amount: $35.26.

The enlarging of this inlet required 51.9 cubic yards of excavation. Payment for this was made at the contract price for excavation, the payment amounting to $34.77, which is only 49 cents less than the amount of Mr. Sweeney's force account claim.

Claim No. 2 Third Item. For reduction in estimated quantities of culvert pipe after contractor had paid the sub-contractors. Amount: $510.00.

The contract specifically provides that a claim of this kind will not be recognized, and instructs the contractor to protect himself against possible loss of the kind indicated. Furthermore, definite evidence that any loss has been sustained is completely lacking.

Claim No. 2 Fourth Item. For hauling 147 lineal feet of culvert pipe from Brookings to contractor's Camp No. 2. Amount $70.20.

The pipe referred to in this claim was later taken from Mr. Sweeney's camp by the Collins Pipe Co., and hauled on to the Englehart Camp to fill an order from the Englehart Construction Co. The benefit of the hauling performed by Mn Sweeney therefore accrued to the Collins Pipe Co., and Mr. Sweeney should look to that company for reimbursement.

Claim No. 2. Fifth Item. For reduction in charge made for 24 feet of 18-inch culvert pipe furnished to the contractor at the Bauers & Bauers Camp (Unit No. 1), and for the hauling of that pipe to the site at which it was installed. Amount: (a) Reduction in charge $29.28 (b) Cost of hauling $10.80.

This is another claim not previously made by Mr. Sweeney. We recommend that the reduction in charge ($29.28) be allowed, but that no allowance be made for the hauling as that cost was no greater than though the pipe had been hauled from Brookings as the contract price contemplated.

Claim No. 2 Sixth Item. For extra expense involved in extending culverts after they had once been completed. Amount: $52.10. Pauline Fo

This is another claim not previously made by Mr. Sweeney. This is the first instance we have had of a contractor claiming extra payment on culvert extensions. Mr. Sweeney's contract prices for pipe were high, and he should have made a good profit even on the extensions. However, there is some ground forthe allowance of this claim, and we therefore recommend its payment.

Claim No. 2 Seventh Item. For excavating and filling rock drains. Amount: $87.81

Payment for this work was made at the contract prices for excavation and dry rubble masonry, the total amount paid for this class of work being $97.17 which is more than the amount claimed.

Claim No. 3 For further allowances for clearing and grubbing. Amount: $2,328.00.

Mr. Sweeney's estimate of the amount of extra clearing is a guess only, and is not based upon any actual measurement of the areas cleared and grubbed. Our estimate of 8.34 acres of extra clearing is based on actual measurements carefully checked to make sure that nothing was omitted. This 8.34 acres is the equivalent of a thirteen foot strip the entire length of the job. In addition to receiving this liberal allowance for extra clearing and grubbing, Mr. Sweeney received the benefit of having been allowed to leave uncleared approximately 1.6 acres of right of way that was to have been cleared under the lump sum price for clearing and grubbing. In addition to this, he was allowed force account in the amount of $503.09 for the removal of windfalls and danger trees. There is no reasonable basis upon which any further allowance for clearing and grubbing can be made.

Claim No. 4 For installation of rock crusher to produce broken stone for use in construction of concrete box culverts. Amount: $2,048.81. +540?

The installation of this crusher was a mistake of the contractor. He had expected to be able to manufacture sand with the crusher as well as crushed rock, but the sand manufactured would not meet the specifications for size and grading, and could only be made satisfactory by the use of considerable extra cement. Neither the sand nor the broken stone were in accord with specifications, but to avoid working a hardship on Mr. Sweeney both of these materials were accepted, the acceptance of the sand being made with the understanding that the proportion of cement to be used in the concrete be increased ten per cent. Neither the sand nor the broken stone was rejected by the engineer, but at the contractor's own option, their use was discontinued after a time and gravel and natural sand were brought in from the Chetco River.

It is probably a fact that if Mr. Sweeney had known in advance that the concrete yardage was to be reduced from 1220 cubic yards to 361.8 cubic yards, he would not have installed the crusher, but it is also a fact that even after the crusher was installed, it was to Mr. Sweeney's advantage to have this reduction in yardage made and he so admitted at the time. The reduction in yardage of concrete resulted in a corresponding increase in the quantities of culvert pipe, and Mr. Sweeney's prices for culvert pipe were much more profitable than his price for concrete.

Claim No. 5 For extra cement used in concrete. Amount: $423.54.

This extra cement is cement which was required to be added in order to produce from the crushed rock, sand and gravel furnished by Mr. Sweeney a concrete of the strength contemplated in the structural designs, and it included the extra cement which was to be furnished by Mr. Sweeney as a condition of the acceptance of the sand manufactured by his rock crusher. There possibly is some question as to whether Mr. Sweeney should be required to bear the cost of all of this extra cement, and in view of this uncertainty, we recommend that the state assume the cost of one-half of it, thus allowing to Mr. Sweeney on this claim, the sum of $211.77.

Claim No. 6. For cost of making excavations for box culvert at Station 247, and of diverting water from natural channel while culvert was in process of construction. Amount: $250.00.

The conditions involved in the construction of this culvert were not at all unusual. Payment for the same has been made in the manner provided for in the contract,

and no further payment is due. Contract prices are necessarily average prices, and must apply under unfavorable conditions as well as under favorable conditions.

Claim No. 7 For loss on Pecator Bros. sub-contract. Amount $3,845.27.

Mr. Sweeney's statement to the effect that he suffered a loss of $3,845.27 because the engineer would not allow the excavation of the cut at Station 246 to be proceeded with at a particular time, is the statement of a theory only. The engineer was within his authority in refusing to allow the excavation of this cut, and the fact that the materials from the cut were desired as topping for a certain embankment, was sufficient cause for his action. The action of the engineer may have hastened the departure of the subcontractor and his crew, but it did not cause it. Mr. Sweeney was agreeable to the engineer's action at the time it was taken. We recommend that this claim be rejected.

Claim No. 8 For cost of uphill haul on materials in cut between Station 220 and 230. Amount: $1,000.

In this claim, the contractor has singled out one instance in which a line change has affected him adversely, disregarding entirely those that have operated to his advantage. Whatever extra cost, if any, may have been involved in this instance, has been borne by the subcontractor, and has resulted in no extra expense to Mr. Sweeney. The subcontractor has no claim against either Mr. Sweeney or the State, as he was informed of the line change and of its effect on the haul before he undertook the work. We recommend that this claim be rejected.

Claim No. 9 For an increase in the quantity of overhaul allowed. Amount: No definite amount.

The quantities of overhaul have been carefully measured and computed, and the computations have been carefully rechecked. That there is no basis for this claim is evidenced by the fact that Mr. Sweeney has been unable to cite a single specific instance in which overhaul has been made and not paid for.

Claim No. 10 For removing windfalls resulting from the storm of February 3 and 4, 1926. Amount: $1,000.

For the removal of these windfalls, the contractor was allowed 1.384 acres of extra clearing. This netted him $553.60. Tentative arrangements were at one time made to allow a lump sum of $1,000 for this work, but

investigation indicated that this amount was excessive. The allowance of $563.60 made as above stated is considered sufficient to fully compensate the contractor for the work involved, and we recommend against any further allowance.

Claim No. 11. For an extra allowance of $1.00 per cubic yard for 5000 cubic yards of material placed in fills at Station 195 and 200. Amount: $5,000.

Mr. Sweeney infers that he was required to borrow serpentine materials for the construction of these fills. This was not the case. The serpentine materials were in adjacent cuts that had to be taken out in any event. The work at this point was not materially, if any, different than was called for by the plans on which Mr. Sweeney's bid for the work was made. We recommend that the claim be rejected.

Claim No. 12. For the construction of a diversion ditch at Station 198+25. Amount: $136.54.

The contract provides that ditches of this kind are to be paid for at the same unit prices as apply to the performance of other work under the contract, and this ditch was so paid for. Payment amounted to $73.30.

Claim No. 13. For additional allowance for the construction of a 12-inch culvert or drain at the toe of the fill at Station 200. Amount: $23.30.

This work was paid for at the contract prices, and no circumstances are involved that would entitle the contractor to any further allowance.

Claim No. 14. For resloping. Amount: $1,454.77 2

Claim No. 15. For maintaining a watchman to keep ditches and culverts open during the winter of 1926 and 1927. Amount: $160.70.

The contract provides that during periods of winter shut down, the contractor must keep all ditches and culverts open and must otherwise look after and protect the work against damage and deterioration. There is no basis upon which any part of such work can be paid for by the State.

Claim No. 16. For construction of a drain ditch at Station 200. Amount: $75.95.

This ditch was paid for at the contract prices, the total amount paid being $71.50.

Claim No. 17. Additional allowance for culvert excavation work at Station 220. Amount: $99.83.

The culvert excavation work was paid for at the contract prices, and no conditions were involved which would entitle the contractor to any further allowance.

1925

1926

1927

1928

$1,975.55 01 [illegible]

31.

to acknowledge receipt of your letters of Novem-
ber 16th, in regard to culvert construction on
Beaver Hill-Shelton Line Section of the Oregon
Coast Highway in Curry County.

We appreciate very much your kindness in providing us with
this information.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:MB

Refer to
H. J. Smith

November 20, 1931.

Manager
pany,
ent,

to acknowledge receipt of your letters of Novem-
ber 16th, in regard to culvert construction on
Desert Hill-Chetco River Section of the Oregon
Coast Highway in Curry County.

We appreciate very much your kindness in providing us with this information.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:HR

November 20, 1931.

Mr. C. L. Gratz, Manager
Concrete Pipe Company,
169 Thompson Street,
Portland, Oregon.

Dear Sir:

This is to acknowledge receipt of your letters of November 7th and November 16th, in regard to culvert construction on Unit No. 3 of the Burnt Hill-Chetco River Section of the Oregon Coast Highway in Curry County.

We appreciate very much your kindness in providing us with this information.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

E. H. Prebert,
Office Engineer.

EHP:MR

RESIDENCE PHONE TRINITY 1744

CLYDE GRUTZE, GENERAL MGR.

164

CONCRETE PIPE COMPANY

DRAINAGE, SEWER PIPE, IRRIGATION PIPE,
CULVERT PIPE AND GRAVITY WATER SYSTEMS
169 THOMPSON STREET
NEAR LARRABEE STREET
ALBINA INDUSTRIAL SITE

PORTLAND, OREGON

November 16, 1931

RECEIVED
NOV 1 . 1931

State Highway Department
Salem, Oregon

Gentlemen: Attention Mr. Probert

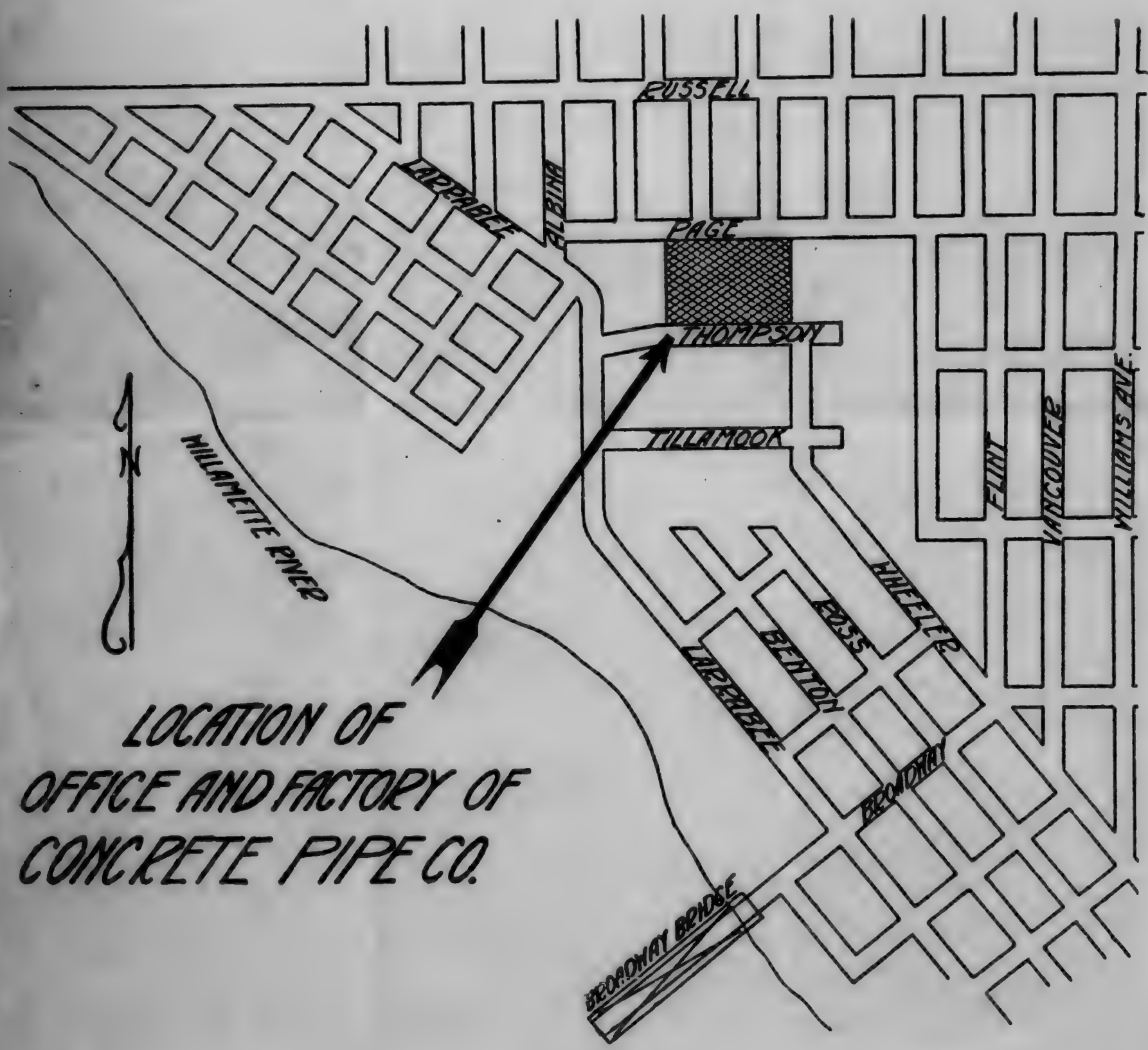
Enclosed please find letter from Mr. Pagan which is self-explanatory. If there is anything further you wish me to do in this matter, or if you wish to talk to Mr. Pagan personally, kindly advise me. I will make arrangements to bring Mr. Pagan to Salem if you wish to talk this matter over with him.

Very truly yours

CONCRETE PIPE COMPANY

BY C. L. Grutze.

CLG EC



LOCATION OF
OFFICE AND FACTORY OF
CONCRETE PIPE CO.

Klamath Falls
Nov 1st 1931.

Portland
Or.

Dear Sirs.

I am in receipt of your letter of the 6th inst - I am sorry for the delay but the fact is I've just come back from Bieber, I sometimes I am away from here for 1- or 2 weeks

I am sorry to say that I did not receive any money for operating the crushers at Brooks as I did not ask for any - not being concerned with it, however I will over the complaint and I find nothing in there in reference to a crusher; most of the case was relative to extra work performed, cement sacks returned, tools turned over to Sweeney, crushed rock furnished to Sweeney, and such items. Your attorney can get this case from the supreme court records in Salem.

I have written to Mr. Pagan asking him for details of the settlement and if he replies will immediately forward his letter to you.

If I can be of any further service kindly call on me.

Very truly yours

CONCRETE PIPE COMPANY

BY C. L. Gates.

CLG EC

PHONE TRINITY 7164
RESIDENCE PHONE TRINITY 7741
CLYDE GRUTZE, GENERAL MGR.

CONCRETE PRODUCTS
ESTABLISHED

CONCRETE PIPE COMPANY

DRAINAGE, SEWER PIPE, IRRIGATION PIPE,
CULVERT PIPE AND GRAVITY WATER SYSTEMS
169 THOMPSON STREET
NEAR LARRABEE STREET
ALBINA INDUSTRIAL SITE

PORTLAND, OREGON

November 7, 1931

RECEIVED
NOV 9 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Department
Salem, Oregon

Gentlemen: Attention Mr. Probert

In reference to your call regarding the Pagan and Gasman versus J. W. Sweeney case, kindly be advised that the records here show the following:

The judgement was for $4128.71 with interest at 6%, $750.00 attorney fees, $135.50 court costs, and $93.75 supreme court costs. This case was appealed to the supreme court. It is Clerk's No. 3117 and the judgement number is 30246A. I looked over the complaint and I find nothing in there in reference to a crusher; most of the case was relative to extra work performed, cement sacks returned, tools turned over to Sweeney, crushed rock furnished to Sweeney, and such items. Your attorney can get this case from the supreme court records in Salem.

I have written to Mr. Pagan asking him for details of the settlement and if he replies will immediately forward his letter to you.

If I can be of any further service kindly call on me.

Very truly yours

CONCRETE PIPE COMPANY

BY C. L. Grutze

CLG EC

LOCATION OF
OFFICE AND FACTORY OF
CONCRETE PIPE CO.

OFFICE ATWATER 9606
RES. EAST 0628

LAW OFFICES
GEO. F. ALEXANDER
1024 BOARD OF TRADE BLDG.
PORTLAND, OREGON

November 23, 1931.

Mr. C. L. Grutze,
c/o Concrete Pipe Company.
169 Thompson Street,
Portland, Oregon.

My Dear Mr. Grutze;

Mr. Albert Pegan has forwarded to me your letter of November 6th, and asked me to answer it.

In reply thereto, you are advised that Pegan did not receive anything on account of setting up the crusher, nor any other item that had anything to do with the crusher. Sweeney attempted to saddle on to Pegan through a counter-claim, an item of some $2,000.00 on this account, but which was proven entirely groundless.

Trusting that this is the information you seek, and with kind regards, I remain

Very truly yours,

GFA:A

November 10, 1931

Mr. J. C. Ainsworth, Chairman,
State Highway Commission,
United States National Bank,.
Portland, Oregon.

Dear Sir:

Receipt of a petition from J. W. Sweeney Construction Company and their request for a board to arbitrate their claims is noted. For your information, I would like to briefly review the facts about this contract.

Unit No. 3, Burnt Hill-Chetco River Section, Oregon Coast Highway in Curry County, 5.7 miles of grading; contract price $244,510.00; contract let July 28, 1925; completion date December 31, 1926.

This project was one of four units for which contracts were awarded on the same date. The other three contracts were completed within the contract time, and the contractors accepted the final estimates as rendered, and everything was concluded satisfactory to both parties. The Sweeney contract was carried over to the third season, being finally completed in August of 1927. Subsequently, Mr. Sweeney submitted a long list of claims for extras, etc. Several conferences were held with Mr. Sweeney and his engineer, George B. Herrington, with the idea of talking over the claims and reaching a fair settlement. Several of the field engineers were brought into these conferences so that first hand information could be obtained. The resident engineer's figures were rechecked in this office; likewise, some cuts were remeasured in the field without developing any discrepancies in measurement. Adjustments were made on several claims with the idea that in this way a settlement would be reached, but after we had made the concessions Mr. Sweeney still held out for the sum total of his claim.

The last set of claims Mr. Sweeney submitted, totalled approximately $15,000. I note in his petition that he now claims

$42,000, which he wishes to have considered by an arbitration board. Our experience with arbitration has not been satisfactory in the past, for the reason that the point of beginning is the total which has already been allowed by the engineer in an effort to reach an amicable settlement, while the total asked by the contractor represents a padded figure far in excess of what he really expects to get. Several arbitration boards with whom we have had experience lately have the idea that an arbitration is a compromise or a split, with the result that the final figures awarded have been approximately half of the difference between the engineer's figures and the total claimed by the contractor rather than a careful attempt to decide each particular claim on its individual merits.

I feel that I have gone as far as I consistently can in making adjustments on these Sweeney claims, but if the Commission feel that the matter should be opened up for further consideration, I would suggest that the matter be referred to a committee of two engineers from our own Department who have not previously been connected in any way with this project, and that these two engineers should be selected by Mr. Sweeney and his associate, and that we have some assurance that the decision by these two engineers will be final and binding. Also, that the claims be limited to those previously submitted in 1929, and that the contractor not be permitted to bring in additional claims which have been worked up since that date.

I have gone into this matter in some detail so as to endeavor to give you a picture of the situation as I see it.

We thought we had disposed of this matter some years ago when it was fresh in the minds of all. Mr. Sweeney appealed to the Commission, who definitely rejected the claims at their meeting, November 14, 1928. See copy of letter attached.

Very truly yours,

State Highway Engineer.

RAK:AJ

Sweeney Construction Co.

Claim for unpaid work done for Highway Commission in 1925, Roosevelt Highway, completed in 1929.

Petition for arbitration on above claims.

...ON OF THE STATE OF OREGON

RECEIVED
NOV 4 1931
OREGON
STATE HIGHWAY COMMISSION

...E. Sweeney and Fred J. Spaeth doing business as the Sweeney Construction Company, hereby respectfully petition your honorable body and show the following facts, to-wit:

I.

That on July 20, 1925, the Sweeney Construction Company entered into a contract with the Highway Commission of the State of Oregon, being contract number 636, unit three of the Burnt Hill-Chetco River section of the Roosevelt coast highway, in Curry County, Oregon, being for 5.7 miles of grading of such highway, and thereafter the construction company entered into the performance of the contract, and thereafter completed said contract and the same was accepted by the engineers of the High-

to give him, etc.--that this was an old trick of the Highway

STATE HIGHWAY COMMISSION OF THE STATE OF OREGON

RECEIVED
NOV 4 1931
OREGON
STATE HIGHWAY COMMISSION

PETITION

Your petitioners, John W. Sweeney and Fred J. Speeth doing business as the Sweeney Construction Company, hereby respectfully petition your honorable body and show the following facts, to-wit:

I.

That on July 20, 1925, the Sweeney Construction Company entered into a contract with the Highway Commission of the state of Oregon, being contract number 656, unit three of the Burnt Hill-Chetco River section of the Roosevelt coast highway, in Curry County, Oregon, being for 5.7 miles of grading of such highway, and thereafter the construction company entered into the performance of the contract, and thereafter completed said contract and the same was accepted by the engineers of the Highway Commission.

II.

That thereafter various estimates were rendered by the engineers of the Commission from time to time, and various claims for compensation were made and detailed claims for compensation have been filed from time to time with this Commission as will more definitely appear from the records and files of the Commission relating to said contract, and the State Highway Commission have furnished purported final estimates on the said work which have never been accepted by the contractors as being correct and there have been various supplemental estimates furnished from time to time in an attempt on the part of the Commission to have the contractors receive and accept an amount less than they claim to be due said contract. That each purported estimate so furnished has been different in amount and sums than the preceding estimate, and no final and conclusive estimate has ever been furnished to

the contractors and no estimate has ever been priced which they could receive as a settlement. That the contractors now state that they do not believe that they can procure a settlement or final adjustment from the engineers of the Commission that will be fair or will compensate them for the amount earned under said contract.

III.

The contractors represent to the Commission that they have been unpaid for the following major items, among others:

(1) For removing trees, limbs and tops of trees, and debris which had been caused by storms during the winter of 1925 and 1926, in the sum of one thousand ($1,000.00) dollars.

(2) That there are other disputed items between the contractors and the Commission; a detailed statement of which has long since been filed with the Commission and the engineers in approximately the sum of twenty thousand ($20,000.00) dollars.

(3) That there have been errors made upon the part of the Commission and its engineers in the measurements of excavations, and the contractors have caused a re-measurement and re-checking which was done by competent engineers, showing that the engineers of the Commission have short measured the contractors in approximately the sum of fifteen thousand ($15,000.00) dollars.

(4) That the Commission's engineers directed and ordered the contractors, Fagan and Gassman, to build and construct a rock crusher and roads to haul material out of, for which the contractors advanced the sum of approximately six thousand ($6,000.00) dollars, and which has never been repaid to the contractors.

IV.

That the contractors represent and show to the Commission that all of the measurements, estimates and allowances offered by the Commission's engineers have been unfair and

have never been the same or any of the estimates covering said work and have been such as would allow the Commission to have the benefit of some $42,000 worth of work and expenditures on the part of the contractors without any payment therefor by the state.

V.

That the records and files relating to this contract show a long, earnest and laborious attempt on the part of the contractors to adjust these difficulties with the engineers, and the Commission, extending from the date of the completion of the contract to the year 1920, and that there has so far been an impossibility to agree upon a fair or equitable adjustment of the rights of these parties. That detailed items, statements and claims have been made, filed and refiled with the Commission, and are now included in the records relating to this contract. For that reason the petitioners are not setting forth a detailed claim at this time, but refer to said records and files and ask that it be considered as a part of this petition.

VI.

That the contractors claim that in fair dealing, honesty, and equity they are entitled to have their claim submitted to arbitrators.

WHEREFORE, the contractors petition the Commission at this time, and pray its consent to arbitrating the difficulties between the contractors and the Commission, so that the matter may be finally adjusted.

Respectfully submitted,

J.W. Sweeney Const. Co.
By J.W. Sweeney

PHONES { OFFICE BROADWAY 2495
RES ABOR 3638

PR#119
Unit#3

LAW OFFICES
GEO. F. ALEXANDER
1024 BOARD OF TRADE BLDG.
PORTLAND, OREGON

February 25, 1930

Mr. S. H. Probert
c/o Oregon State Highway Commission
Salem, Oregon

Dear Sir:

This is to advise you that the case of Pegan and Gassman vs. J. W. Sweeney Construction Company etal was not reached on the calander this morning and all of the attorneys have agreed with the clerk to set this case specially for Thursday, February 27, at 9:30 A.M.

I would therefore like to have you here by 1:00 o'clock P.M. Thursday and have you meet me at my office at that time.

I was told by one of Sweeney's attorneys that he had had another settlement with the Highway Commission since I was in your office and had been allowed some increase, on account of crushers etc. If such is the case, please bring along those papers. One of Sweeney's attorneys told me this morning that the Highway Commission was the instigator of this P & G suit in an effort to embarrass or break Sweeney and make him settle for just whatever the Commission saw fit to give him, etc.--that this was an old trick of the Highway

Commission.

I told him he was "all wet"--that nothing could be further from the truth--but you know the old cry--someone has to take the blame for whatever happens.

It looks like a warm fight and I therefore, wish you would bring along all of the records pertaining to this matter or at least all that you think might by any chance be called for.

Very truly yours,

GFA:A

G. F. Alexander

PHONES { OFFICE, BROADWAY 2495
RES ABOR 3636

LAW OFFICES
GEO. F. ALEXANDER
1024 BOARD OF TRADE BLDG.
PORTLAND, OREGON

Saturday PM.
Feby 22

Mr. H. H. Corbett,
Salem, Ore

Dear Sir: Your letter of Feby 21 just rec'd and ~~Checkouts noted~~.

I am enclosing herewith my check for $10.00 fees and mileage and will expect you to be here Tuesday, Feby 25th, and meet me in my office at 1. PM that day.

In case there is any change of plans or delay I will phone you.

This is holiday and Every thing closed, including my office, so Excuse pencil

I prefer that you come if possible & only Every thing I can think of will need.

Hastily

G F Alexander

Dwb

February 21, 1930.

Mr. Geo. F. Alexander,
1004 Board of Trade Building,
Portland, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of February 18, requesting us to appear in Court with certain records relating to the J. W. Sweeney contract for the grading of Unit 3 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway.

We are willing to waive the usual service of subpoena, and will appear as requested, provided you will make advance payment of the usual mileage fees. In case it is impossible for me to appear, I will arrange to have Mr. Nash appear instead.

Please advise by telephone as soon as you can definitely determine the hour at which you wish us to appear. We will appreciate it very much if you will arrange things so that we will not have to wait around unnecessarily.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

PHONES { OFFICE, BROADWAY 2495
RES TABOR 3638

LAW OFFICES
GEO. F. ALEXANDER
1024 BOARD OF TRADE BLDG.
PORTLAND, OREGON

February 18, 1930

Mr. S. H. Probert
c/o Oregon State Highway Department
State House, Salem, Oregon

Dear Sir:

I enclose you herewith a copy of Subpoena Duces Tecum in case of State ex rel Pegan and Gassman vs. Sweeney Construction Company which I have had issued by the clerk of the Circuit court.

The list of records, documents, and exhibits attached to the subpoena will show you what we want you to bring along.

This case has been specially set for Tuesday, February 25, and I expect I will want you here that day or the day following, but I will notify you later by phone when to come so as not to keep you waiting around here unnecessarily. If it is not agreeable for you to come you may send Mr. Nash as you suggested. I am mailing you a copy of this subpoena in order that you may get together at your leisure the stuff we will have to have and in order to give you plenty of time for so doing. Later I will have subpoena served on you in the regular way if you so desire, or if you [illegible] to waive service of subpoena I will send you a check covering your fees up here and we can arrange whatever balance there may be due you after you arrive here.

Kindly let me hear from you by return mail as to whether or not

Dft

you will come without service of subpoena in the regular way and any other matters you wish to know about at this time.

Thanking you for the favor in advance, I remain,

Very truly yours,

F. H. Alexander

GFA:A

FORM CO. CLK. 18

SUBPOENA DUCES TECUM

To S. H. Probert, Office Engineer of Oregon State Highway Commission, and Custodian of its records, or J. W. Nash, Assistant Office Engineer

IN THE NAME OF THE STATE OF OREGON:

You are hereby commanded to appear in the Circuit Court of the State of Oregon, for the County of Multnomah, Department No. ..... *at the Court House in Portland, on the* 25 *day of* February *A. D. 19* 30 *at* 9:15 *o'clock* A *M., to give evidence in a cause wherein* State ex rel Albert Pegan & Joe Gassman, doing business as Pegan & Gassman, *Plaintiff*, *and* American Surety Co. of New York and J. W. Sweeney and Fred Sparth, co-partners, doing business as J. W. Sweeney Construction Co. *Defendant* *on the part of the* plaintiff, and bring with you the records etc. shown on the attached sheets, which are hereby made a part hereof.

Witness my hand and seal of said Court, this 14th *day of* February, *19* 30.

(SEAL)

A. A. BAILEY,
County Clerk.

By I.D. Brown
Deputy.

above classification under the contract between J. W. Sweeney and Fred Sparth, co-partners, doing business as the J. W. Sweeney Construction Co. and the State of Oregon by and through its State Highway Commission, on Unit 3 of the Burnt Hill--Chetco River Section of the Roosevelt Coast Highway in C[illegible]

STATE OF OREGON,
County of Multnomah, } ss.

I hereby certify that I served the within Subpoena within said State a

County, on the.....day of.....19....., on the with

named .....

.....

by reading and showing the original and delivering a copy thereof to .....

.....

Sheriff's Fee, $.....

Witness Fee, $....., paid by .....

Sheriff of Multnomah County, Oregon.

By....., Depu

CIVIL SUBPOENA

vs.

Bring all records of Oregon State High
or Department, its engineers etc., showing o
placing of concrete pipe culverts, conc
all other masonry and work of the fo
12" concrete pipe culvert
18" " " "
24" " " "
30" " " "
Concr

Bring all records of Oregon State Highway Commission or Department, its engineers etc., showing or relating to the placing of concrete pipe culverts, concrete box culverts, and all other masonry and work of the following descriptions:

12" concrete pipe culvert
18" " " "
24" " " "
30" " " "

Concrete box culverts

Metal reinforcements

Culvert Excavation

Hand placed rock slopes

Dry rubble masonry

Cement rubble masonry

And all drain pipes and forceaccount and extra work and excavation done or furnished in connection with work of the above classification under the contract between J. W. Sweeney and Fred Sparth, co-partners, doing business as the J. W. Sweeney Construction Co. and the State of Oregon by and through its State Highway Commission, on Unit 3 of the Burnt Hill--Chetco River Section of the Roosevelt Coast Highway in Curry County, Oregon, by Pegan and Gassman under their subcontract with said Sweeney Construction Co. or by any other person, from the start to the final completion and acceptance of all such work, and all payments made on account thereof.

Also all records showing the nature, quantities, and amounts of such work, and the amounts paid on account thereof, and adjustments, allowances, or settlements made involving or covering such work.

Also the following:

(A) The affidavit filed by or on behalf of Pegan and Gassman with the State Highway Commission to get copies of Sweeney Construction Company's contract and bond.

(B) Records showing date of completion and acceptance of work under Sweeney Construction Co's contract, understood by plaintiffs to be August 29, 1927.

(C) Notice of claim filed by or on behalf of Albert Pegan and Joe Gassman, doing business as Pegan and Gassman, against J. W. Sweeney and Fred Sparth, doing business as J.W. Sweeney Construction Co. on or about July 25, 1926.

(D) Monthly estimates of all such work done and payments or allowances made on accounts thereof, and particularly such estimates as will show the amount of such work done up to Aug. 1, 1926 and Sept. 1, 1926.

(E) Orders No. 1, No. 7, No. 10, No. 11, No. 12, No.13 showing payments and allowances made for extra work, force account work, etc., to Sweeney Construction Co. on their general contract for such work.

(F) Final Account of Highway Commission showing quantities of concrete pipes, class A ~~grade~~ Concrete, cement rubble, and dry rubble masonry, and metal reinforcements in place and all excavation in connection therewith or performed in connection with said work by Pegan and Gassman or any other person, by stations.

(G) J. W. Sweeney Construction Co. account--835--21 A--Final-Claim No. 3--showing rock crusher allowance of $712.60, allowance for unused metal reinforcements of 27,549 lbs. etc.; and allowance made for crushed rock left on the job and taken over by Highway Commission amounting to 56 c.y. @ $2.07--$115.92.

#835
88A-3

PR 119 #3

January 29, 1930

Coos, Murphy and Skipworth
First National Bank Bldg.
Marshfield, Oregon

Attn Mr. M. M. Skipworth.

Gentlemen:

In response to your request of the 26th inst., we are mailing to you herewith a certified copy of the contract that was awarded by the Highway Commission to J. W. Sweeney Construction Company for the grading of Unit 3 Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, which contract was completed on August 29, 1927 and accepted by the State Highway Commission as of the same date.

We have searched our records and fail to find proof of the claim of the California & Oregon Lumber Company against J. W. Sweeney Construction Company, which indicates to us that no such paper was ever filed in this office by you. We keep a card index of all contracts and all claims that are filed against each contract in addition to our regular correspondence file against the particular job. An inspection of this card index also reveals no information concerning this particular claim.

We are, therefore, unable to give you the data requested.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaiwyer
Chief Clerk

HBG:EF

#835
Curry Co
8-PA-3

LAW OFFICES OF
GOSS, MURPHY AND SKIPWORTH
FIRST NATIONAL BANK BUILDING
MARSHFIELD, OREGON

GOSS
HERBERT S. MURPHY
M.W SKIPWORTH

January 28, 1930.

Oregon State Highway Commission,
Salem, Oregon.

Attention H. B. Glaisyer,
Chief Clerk

Gentlemen:

Re: California & Oregon Lbr. Co.
vs J. W. Sweeney Const. Co.

Sometime ago we filed proof of claim with you under the statute on account of materials furnished to the above contractor for the construction of a portion of the Roosevelt Highway in Curry County and pursuant thereto and in accordance with the statute you furnished us with certified copies of the contract and bond.

It appears that a portion of our file has been misplaced in moving our offices and we would like to have you furnish us with a copy of a notice which we filed and also another certified copy of the contract and bond and let us know the date that the contract was completed and the date upon which you received our notice.

If there are any fees in connection with this we will be glad to reimburse you.

Thanking you, we are,

Very truly yours,

GOSS, MURPHY & SKIPWORTH,

By M.W. Skipworth.

MWS:HF

ANSWERED
H. B. G.

Completed Aug. 9, 1927

PR 1.19-3

OREGON STATE HIGHWAY COMMISSION

SALEM

January 10, 1930.

Mr. H. H. Chandler
Division Engineer
State Highway Department
Grants Pass, Oregon.

Dear Sir:

This is to advise that we have today received from Resident Engineer Paul Van Dorp, the transit notes for Unit 2 of the Marsh Hill-Chetco River Section.

In case these notes are needed by Mr. Bailey in connection with the work which he is doing for J. H. Sweeney, we will be glad to forward them to you.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

4-1934 4500 10-29

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Jan 9 1930
Coquille Oregon

Mr Roy A Klein
State Highway Engineer
Salem Oregon

Dear Sir:

In reply to your letter of Jan 8 1930, please find enclosed herewith, Transit Notes for Unit 2, and Unit3 of the Burnt Hill- Chetco River Section of the Roosevelt Coast Highway.

Copy to
B.O.Johnson
L.C.Smitton

Yours Truly,

Paul Van Scoy

EHC

January 6, 1926.

Mr. Paul Van Dorp,
Resident Engineer
State Highway Department,
Roseburg, Oregon.

Mr. L. G. Caldwell,
State Highway Bridge Department,
Klamath Falls, Oregon.

Dear Sirs:

We are enclosing herewith copies of correspondence that we have had with Resident Engineer R. H. Johnson, relative to bridges across Day Creek & of the North Willamette River section.

In case you have any knowledge of the whereabouts of these bronze tablets, please let us hear from you at once.

Very truly yours,

GEO. A. ELDER
State Highway Engineer

By

R. H. Prichard
Office Engineer

CHP:AP
Encl.

January 8, 1930.

Mr. W. E. Chandler
Division Engineer
State Highway Department
Grants Pass, Oregon.

Dear Sir:

We are enclosing herewith copies of correspondence that we have had with Resident Engineer H. C. Johnson relative to the transit notes for Unit 3 of the Burnt Hill-Chetco River Section.

In case these transit notes are in your office as Mr. Johnson thinks they may be, please let us know.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Ocean Lake, Oregon.
January 2, 1930.

IN REPLY PLEASE
REFER TO FILE NO.

Mr S.H. Probert,
Office Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir;

Your letter regadding the transit notes of the Burnt Hill - Chetco River section,unit # 3, came while I was away from Ocean Lake so I am late in answering.

The notes you refer to must be in Paul VanScoy's office at Coquille if not in the division office at Grants pass,as I left all Curry County records, which I had at Gold peach in his charge. All the transit notes of the highway from Gold Beach to the state line were together as I left them,with instructions to the transitman ,who remained in Gold Beach, to send them on to Mr Chandler's office. If Mr Van Scoy does not have them, Mr L.C. Smitton, who was transit rodman may be able to advise as to what became of them. Mr Smitton's present address is Klamath Falls % state highway bridge dep't.

Very truly yours
D.D. Johnson
Resident Engineer.

CONTRACT #835,

PR 119 Burnt Hill-Chetco River 1928-1929
Unit No. 3
835
Folder # 2

PR 119 Burnt Hill-Chetco River 1928-1929
Unit No. 3
835 Folder # 2

PR119

May 6, 1929.

American Surety Company of New York,
600 Yeon Building,
Portland, Oregon.

Attention Mr. H. J. Irvine, Manager

Gentlemen:

Responding to your request of the 4th inst., we give you herewith certain facts in connection with the contract awarded to the J. H. Kennedy Construction Company for the grading of Unit 3 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County:

Claims on File in the Office of the Highway Department

Florence Smith - in the sum of $620.81 for labor performed.

J. A. Dunn Lumber Co - materials furnished in the sum of $3,020.00.

Al Smith - Rent of barn and property, in the sum of $50.00.

Collins Brothers, Concrete Pipe Co. - Materials furnished in the sum of $3,712.80.

Pogue & Gauvain - Labor performed as sub-contractors in the sum of $6,206.15.

G. E. Gilmore - for rock work, amount not stated.

This project was completed on August 29, 1927, which date is considered by this department as the date of acceptance by the State Highway Commission.

The total amount paid to the contractor to date is $234,828.84. Our retained percentage is now $2,400.00.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. E. Glaisyer, Chief Clerk

HEG:AP

Notary Public for Oregon

(NOTARIAL SEAL)

Please pass me the following information re
Sweet's contract for Unit 5 Sunnyside. Cedric Rhoades

Complete list of claims
date for completed - Aug-29, 1927-
total amount paid & contracted $234,838.54
retained % $2,500.00

State

Dear Mr. Klein:

ON FILE AG INST J. . SWEENEY - CONTRACT No. 835 -

7- 19-26 Claim Florence Smith amt. $400.91 for lobor filed thru Sec. of State

12-28-26 Claim J. A. Denn Powder Co. amt. $3,000 for material furnished.

11-10-27 Claim Al Smith amt. $50.00 for rental of Barn and Property. Filed thru Secretary of State.

10-10-28 Claim Collins Bros. Conc. Pipe Co. amt. $3,712.50 for material filed thru Secretary of State.

8. 1- 28 Claim Pagan & Gassman amt. $8,206.15 for labor as subs. filed thru Secretary of State.

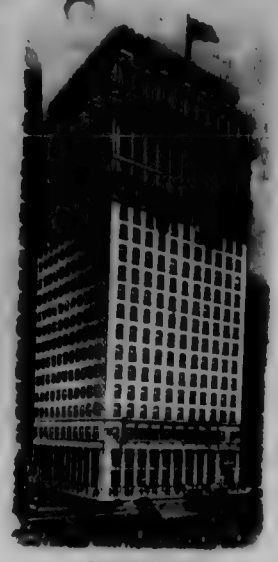
12-10-28 Claim G. E. Gilmore for rock work - amount of claim not stated.

Dear Mr. Keene:

Notary Public for Oregon

NOTARIAL

to Legal Dept.



COMPANY'S
HOME OFFICE BUILDING

American Surety Company
of New York

F. W. LAFRENTZ
CHAIRMAN OF THE BOARD
R. R. BROWN
PRESIDENT
A. F. LAFRENTZ
FIRST VICE PRESIDENT

RESIDENT VICE PRESIDENTS
EDGAR H. W. SENSENICH E. C. SAMMONS

ADDRESS ALL COMMUNICATIONS TO
WILLIAM J. LYONS, MANAGER
W. A. KING, ASSISTANT MANAGER

IN REPLYING TO THIS LETTER PLEASE QUOTE
SUBJECT AND INITIALS GIVEN

BRANCH OFFICE FOR THE STATE OF OREGON
500-501-502 YEON BUILDING
TELEPHONE BEACON 8093

PORTLAND, ORE.,
May 4th, 1929

Mr. Roy A. Klein,
State Highway Commission,
Salem, Oregon.

Re: 350140-B J. W. Sweeney Const. Co. to State of Oregon. For 5.7 Miles grading Unit #3, Burnt Hill, Chetco River Section Roosevelt Coast Highway in Curry County. $122,155.00

Dear Mr. Klein:

Under date of April 10th, 1929 we were served with Summons and Complaint in an action started by Albert Pegan and Joseph Gassman against the Sweeney Construction Company and this Company as surety, for the sum of $5212.80 less balance due for work performed.

It appears from our records that under date of July 24th, 1928 Pegan and Gassman filed with your Department a Notice of Claim in the amount of $8206.15.

I would thank you very kindly to inform us whether there are any other Notices of claims on file with the Highway Commission of which we have no record. The claim of the Collins Concrete Pipe Company was filed but it has been settled.

ANSWERED
I. B.

On July 19th, 1926, one Florence Smith filed with your Department a Notice in the sum of $400.91. Suit was instituted on July 28th, 1926 to recover that amount of the Sweeney Construction Company but the matter has not yet come to an issue.

ANSWERED
H. B. G.

On November 1st, 1927, you informed us that one Al Smith

had filed a claim in the sum of $58.00 for rental of barn and camp ground. We have no record of whether this has ever been paid, but I understand that Mr. Sweeney denies the alleged indebtedness.

On January 4th, 1929 Gerber & Babler filed a Notice of Claim with the Department of $331.85. This claim was subsequently paid by our principal and withdrawn by claimant.

Are there any other claims on file with the Department other than those above mentioned; if so, will you kindly furnish us with the necessary information and at the same time inform us the date on which the contract was eventually approved and accepted by the State of Oregon. At the same time, will you kindly inform us the amount of money that has been paid to the Sweeney Construction Company and the amount of the retained percentage.

Thanking you for the favor of a prompt reply, I am,

Very truly yours,

W. J. LYONS
MANAGER

WJL:MR

Notary Public for Oregon

(NOTARIAL SEAL)

Summary of Extra Work Payments in Connection with the Grading of Unit No. 3 of the Burnt Hill-Chetco River Section

Order #1	Bracing all 30" culvert pipe under more than 15' embankment			$ 164.00
Order #2	Prepare roadbed for temporary surfacing. Sta. 78+30 to Sta. 120			135.74
Order #3	Unused reinforcing steel			--
Order #4	Clearing windfalls and cutting dangerous trees			503.00
Order #5	Placing 6" rock backfill in wet cut (353-354)			90.54
Order #6	Reslaping cuts due to slides			4,112.06
Order #7	Remove and replace 18" culvert at Sta.	200+00	$415.43	
		147+00	136.27	
		266+00	50.79	
		127+00	29.08	631.57
Order #8	Refinish sections of roadbed damaged by slides, erosion and settlement during winter of 1926 and 1927			1,336.01
Order #9	Extra clearing on upper side of fill (Sta. 200+00)			21.08
Order #10	Removing slide from culvert outlet, Sta. 365			180.65
Order #11	Extra cement used in Class "A" Concrete			211.19
Order #12	Extra expense involved in extension of culverts			61.26
Order #13	Construction of blind stone drain at Sta. 298			23.87
				$ 7,471.95

Notary Public for Oregon

(NOTARIAL SEAL)

J. W. SWEENEY, Mgr. DAN SHEARER, Supt.

PR 119 #3

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

~~BROOKINGS~~, OREGON

February 18, 1929.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Inclosed find latest copy of final estimate, contract 835, Burnt-Hill Chetco River Section Roosevelt Coast Highway, Curry County, Oregon, returned to you, as this is not a fair estimate.

We will call your attention to deduction of $50.00 for duplication on resloping bills after more than a year had elapsed. Our foreman, Lloyd Martin, who kept the time, is working for contractors in the State of Washington. You should have had your Engineers in the field check this time keeping when the work was in progress, and in all probability it could have been explained without loss to us. The $350.00 you deducted on these resloping bills were just bills for work ordered done by your Engineers, and there was no reason why this deduction shouldbe made, as we had to pay for this labor.

B.O.Johnson, Resident Engineer, ruled after we had finished grade to stakes, considerable of this work being done for the second time, that we must blade and build the shoulders for the surfacing. We contended this work was not in our contract. He differed with us, and ordered us to do this work. We said all right, we will bill you for this force account. This has been partly paid.

Deduction of $120.00 for sand used in concrete box culverts, hauled from Chetco River, is so out of line with common reasoning that no explanation is necessary.

Yours truly,

J.W.Sweeney Construction Co.

By Jno. Sweeney

1 inclosure

Notary Public for Oregon.

(NOTARIAL SEAL)

TO THE STATE HIGHWAY COMMISSION:

I, ...,

of the ....., *hereby accept the sum*

of Two Thousand Five Hundred and No/100 - - - - - - - - - - *Dollars* ($ 2,500.00 .....)

as final payment for all work performed and material furnished, and acknowledge this amount, together with prior partial payments, to be payment in full for all claims against the STATE OF OREGON and the OREGON STATE HIGHWAY COMMISSION, and County of Curry .....,

under contract No. 835 ....., *dated* July 28, 1925. ....., *192*.....,

for grading Unit 3, Burnt Hill-Chetco River Section on the Roosevelt Coast Highway in Curry County.

I also certify that all claims for labor, materials, provisions and supplies furnished in connection with the above mentioned contract have been fully paid.

J. W. Sweeney Const. Co.....
Contractor.

By .....

Title .....

Subscribed and sworn to before me this ..... *day of* ....., *A. D. 192*.....

.....
Notary Public.

My commission expires .....

Notary Public for Oregon.

(NOTARIAL SEAL)

Salem, Oregon, Feb. 6, 1929

STATE OF OREGON,

To J. W. Sweeney Construction Co

County Curry — Postoffice address Portland, Oregon.

Highway Roosevelt-Coast — Work done to Aug. 29, 1928 Contract No. 835

Section Burnt Hill-Checto River — Prefix No. S PE 3 Estimate No. 21 A Final

ITEM	Unit	Unit Prices	Total Quantities to Date	Total Amount to Date	Previous Amount	Present Amount
Extra Clearing and Grubbing	Acre	400.00	9.46	3,784.00	3,784.00	-
Clearing and Grubbing	All	16000.00	100%	16,000.00	16,000.00	-
Common Excavation	c.y.	.67	226,245.7	151,584.62	151,584.62	-
Overhaul	cy.sta	.06	121,734.9	7,304.09	7,304.09	-
12" Concrete Pipe	l.f.	2.00	1,311	2,622.00	2,622.00	-
18" Reinf. Concrete Pipe	l.f.	4.00	2,337	9,348.00	9,348.00	-
24" " " "	l.f.	6.00	564	3,384.00	3,384.00	-
30" " " "	l.f.	10.00	1,524	15,240.00	15,240.00	-
Class "A" Concrete	c.y.	32.00	361.81	11,577.92	11577.92	-
Rubble Masonry	c.y.	16.00	146.82	2,349.12	2,349.12	-
Dry Rubble Masonry	lbs.	8.00	101.12	808.96	808.96	-
Metal Reinforcement	lbs.	.10	40,990.04	4,099.00	4,099.00	-
Unused Metal Reinforcement	lbs.	.04	27,549	1,101.96	1,101.96	-
Crushed Rock on Hand	c.y.	2.07	56	115.92	115.92	-
Force Account				7,471.95	7,471.95	-
Adjustment of extra expense due to alterations in details of construction				712.60	712.60	-
				237,504.14	237,504.14	-
Deductions						
18" Reinf. Concrete Pipe	l.f.	1.50	24	36.00	36.00	-
12" " " "	l.f.	.80	162	129.60	129.60	-
				165.60	165.60	-
Totals				237,338.54	237,338.54	

Audited and approved by .....

Estimate No. [illegible]

ITEM	Unit	Unit Prices	Total Quantities to Date	Total Amount to Date	Previous Amount	Present Amount
Extra Clearing and Grubbing	Acre	400.00	9.46	3,784.00	3,784.00	-
Clearing and Grubbing	All	16000.00	100%	16,000.00	16,000.00	-
Common Excavation	c.y.	.67	226,245.7	151,584.62	151,584.62	-
Overhaul	cy.sta	.06	121,734.9	7,304.09	7,304.09	-
12" Concrete Pipe	l.f.	2.00	1,311	2,622.00	2,622.00	-
18" Reinf. Concrete Pipe	l.f.	4.00	2,337	9,348.00	9,348.00	-
24" " " "	l.f.	6.00	564	3,384.00	3,384.00	-
30" " " "	l.f.	10.00	1,524	15,240.00	15,240.00	-
Class "A" Concrete	c.y.	32.00	361.81	11,577.92	11577.92	-
Rubble Masonry	c.y.	16.00	146.82	2,349.12	2,349.12	-
Dry Rubble Masonry	lbs.	8.00	101.12	808.96	808.96	-
Metal Reinforcement	lbs.	.10	40,990.04	4,099.00	4,099.00	-
Ugused Metal Reinforcement	lbs.	.04	27,549	1,101.96	1,101.96	-
Crushed Rock on Hand	c.y.	2.07	56	115.92	115.92	-
Force Account				7,471.95	7,471.95	-
Adjustment of extra expense due to alterations in details of construction				712.60	712.60	-
				237,504.14	237,504.14	-
Deductions						
18" Reinf. Concrete Pipe	l.f.	1.50	24	36.00	36.00	-
12" " " "	l.f.	.80	162	129.60	129.60	-
				165.60	165.60	-
			Totals	237,338.54	237,338.54	-
			~~Ellis Petroleum~~	-	2,500.00	2,500.00
			Total Payments	237,338.54	234,838.54	2,500.00

Audited and approved by .....
Period covered To Aug. 29, 1928
Items Cont. 835 - Est. 21 & Final
Registered by .....

Computed by wm cgl *Checked by* CJ

Engineer B. O. Johnson

Previous Voucher No. .....

To be paid contractors, this estimate, $ 2,500.00

Form 23—C-9130—1M—4-21

Ordered by .....

Office No. .....

Claim No. .....

835-21 Final

STATE HIGHWAY FUND

J. W. SWEENEY CONSTRUCTION CO

156 KINGSTON AVE

PORTLAND, OREGON.

$ 2,500.00

STATE HIGHWAY COMMISSION

For payment of all accounts incurred by the State Highway Commission by authority of Chapter 178, Laws of 1919.

Office of State Highway Engineer,

Salem, Oregon, ...

The within claim has been authorized in the above amount.

.....

State Highway Engineer

The within claim is approved and allowed in the above amount.

.....

.....

.....

State Highway Commission

Chairman

Commissioner

Commissioner

.....

Audited and Allowed

.....

.....

.....

Secretary of State

COST DISTRIBUTION			
Jc	Acct. No.	Order No.	Amounts

Form 23—C-9100—1M—6-23

Office No. ..... Indexed by .....

Claim No. 835-21 A Final

STATE HIGHWAY FUND

J. W. SWEENEY CONSTRUCTION CO

155 KINGSTON AVE

PORTLAND, OREGON.

$ 2,500.00

STATE HIGHWAY COMMISSION

For payment of all accounts incurred by the State Highway Commission by authority of Chapter 178, Laws of 1919.

Office of State Highway Engineer,

Salem, Oregon, ...

The within claim has been authorized in the above amount.

.....
State Highway Engineer

The within claim is approved and allowed in the above amount,

State Highway Commission

.....
Chairman

.....
Commissioner

.....
Commissioner

Audited and Allowed

.....

.....
Secretary of State

COST DIS

| JOB | ACCT. No. | | |

Prepare Sweeney's final estimate as follows:-

Increase amount

1. Add on estimate sheet 1.12 acres of extra clearing making total extra clearing allowance 9.46 acres instead of 8.34 acres. *448 =

2. Pay as an adjustment item, the cost of installing the rock crusher, less prorata to be borne by Sweeney on account of yardage of rock used *713.60 sheet 1,730.65

3. Pay as "Extra Work", one-half of cost of extra cement used (Bills OK) Order #11 211.19

4. Change on the estimate sheet the price at which change has been made for 24 ft. of 18" pipe. Make this price 1.50 per ft. instead of *2.72, thus allowing the contractor 29.28

5. Pay as "Extra Work", cost of extending culverts (Bills to come from Sweeney) Order #12 61.26

6. Pay as "Extra Work", cost of constructing blind drain alongside culvert at Sta. 298. (Bills to come from Sweeney) Order #13 23.87

✓ 7. Pay as "Extra Work", cost of sloping not previously allowed. (Bills in hand total $94.96 Bills to come from Libby on Summ to total about $498.61) (Order #6) ✓ 1,453.57

8. Take Credit in "Extra Work" for payment for sloping work included in excavation price. Figure this at 10¢ per yard on 3500 yards. (Order #6) ✓ Credit $35.00

Total 2,589.77

✓ 9. Add to estimate 56 cubic yards of crushed rock left on hand at $2.07 per cubic yard ✓ 115.92

$2,705.69

PR 119 #3

February 8, 1929.

Mr. Plowden Stott,
Attorney at Law,
Yeon Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of February 7 returning attached the two estimate vouchers prepared for the Sweeney Construction Company. I regret that possibly I did not make myself clear to you in my letter of February 6. There was certainly no intention on my part to send the estimates in any form which would prejudice any rights of the Sweeney Construction Company. These are the facts:

On September 1, 1928 there was issued to the Sweeney Construction Company a final estimate voucher in amount $6,043.58 and forwarded to Mr. Sweeney for his signature and acceptance in the usual form. This was not returned by Mr. Sweeney and I suppose he is still holding it. At the last meeting of the Highway Commission, Mr. Lyons made a request that a part of this final estimate be paid so that some of the bills against the Sweeney Construction Company could be paid. The Commission agreed to pay to the Sweeney Construction Company the sum of $3,543.58, retaining $2,500.00 for the final estimate.

At your request under date of February 5, this final estimate was divided into two parts, one estimate voucher for $3,543.58 drawn payable to the Sweeney Construction Company assigned to yourself. The other estimate, designated as No. 21 Final, was drawn payable to J. W. Sweeney Construction Company in amount $2,500.00. To this latter the final acceptance was attached. In other words, the final estimate has been divided into two parts and the $2,500.00 estimate voucher now takes the place of the final voucher previously issued and Mr. Sweeney may keep it as long as he wishes without any prejudice against any of his rights by signing the intermediate voucher of $3,543.58.

However, before we are willing to release either one or both of these two vouchers above mentioned, we must insist that Mr. Sweeney return the previously issued final estimate voucher dated September 1, 1928 in amount $6,043.58. The reason for this course is obvious. We do not want to have outstanding two final estimate vouchers. Further there is some supporting data attached to the final estimate which we have which must be attached to the above mentioned intermediate voucher of $3,543.58 before it can be passed to the Secretary of State for audit.

Returned by Mr. Sweeney in person 2/11/29.

Portland, Oregon

You have also commented on the fact that we have not accepted the order which you prepared and forwarded, signed by J. W. Sweeney and consented to by a representative of the American Surety Company of New York. In reply to that would say that the Secretary of State, who audits estimate vouchers and issues warrants for state highway claims, has a standard form of assignment which he requires for all departments, therefore we are only following our usual practice in attaching to the voucher the regular assignment form which, as stated in my previous letter, should be signed by Mr. Sweeney.

The two vouchers were forwarded to you, as I anticipated that you were anxious to close this matter up as early as possible and that you would be in a position to secure the return of the previous final estimate from Mr. Sweeney quicker than otherwise.

I trust that this will clear up the matter, and I would say in conclusion that as soon as we receive the previous final estimate from Mr. Sweeney dated September 1, 1928, we will be pleased to forward to you, to Mr. Lyons or to Mr. Sweeney the two vouchers mentioned above for the execution of one or both.

Very truly yours,

State Highway Engineer.

RAK:HI

cc Mr. W. J. Lyons

PLOWDEN STOTT
ATTORNEY AT LAW
YEON BUILDING, PORTLAND, OREGON

FEB 8 1929
OREGON

February 7, 1929.

Mr. R. A. Klein,
State Highway Engineer,
C/o Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Klein:

Your letter of February 6th, 1929, received by me today, concerning Sweeney Construction Co. affairs.

There seems to be some misunderstanding, as I do not represent Sweeney Construction Co. in any other matter except in its case against Collins Concrete Pipe Co. and there I represent the Construction Co. and the Surety company.

Mr.Lyons has informed me and informed Mr. Sweeney that the Highway Commission ordered $3543.58 to be paid to Sweeney Construction Co. on account, without prejudice to any rights that Sweeney Construction Co. might have against the Highway Commission or that the Highway Commission might have against the Sweeney Construction Co. In other words, this payment was to be on account of the job referred to in my letter of February 5th, without prejudice to anyone.

With that understanding, I prepared what I thought to be a proper order, but from your letter and from the enclosed documents I see it is otherwise.

I trust that you will prepare the proper papers for the Sweeney Construction Co. and American Surety Co. to sign pursuant to Mr.Lyons' understanding and agreement with the Highway Commission and forward them to me and I will see that they are properly executed and returned to you.

I am herewith returning the enclosures marked "835-21 S.F."and "835-21 A Final", all in duplicate.

Very truly yours,

PS:L
Encl.

Plowden Stott

Portland, Oregon

February 8, 1929

Mr. Plowden Stott,
Attorney at Law,
Yeon Building,
Portland, Oregon.

Dear Sir:

In response to yours of February 8th and confirming telephone conversation and correspondence with Mr. W. J. Lyons, Resident Vice President of the American Surety Company, we have revised the final estimate to the J. W. Sweeney Construction Company so that the total amount of $6,043.58 which is due the Sweeney Construction Company is divided into two estimates--one which we have designated as a semi-final, in amount of $3,543.58, which we have drawn assigned to you; the second, which we have designated as the final estimate, is in the amount of $2,500.00, payable to the J. W. Sweeney Construction Company.

As has been developed by previous correspondence, we have previously submitted to the J. W. Sweeney Construction Company a final estimate in amount of $6,043.58 for his acceptance, which to date has not been received. Before we can submit either of these two vouchers to the Highway Commission for their approval and signature and to the Secretary of State for a warrant, it will be necessary that we receive from Mr. Sweeney for cancellation the previous final estimate in amount of $6,043.58 which was sent to him some time ago. Will you arrange to secure this estimate from him before delivering to him the $2,500.00 voucher which is now classified as a final voucher, and forward the same to us so that our records may be kept in order.

You will note that this estimate which we have drawn assigned to you requires Mr. Sweeney's signature both on the assignment of claim blank and on the reverse side of the estimate which should be executed before a Notary. The duplicate copy is for Mr. Sweeney's files. After this has been returned, fully executed, I will endeavor to secure the approval of the Highway Commission and the payment by warrant as soon as possible.

Very truly yours,

RAK:M

Roy A. Klein
State Highway Engineer

cc. Mr. W.J. Lyons,
Resident Vice President,
American Surety Company
Yeon Building,
Portland, Oregon

3543.58
2500
6043.58

PLOWDEN STOTT
ATTORNEY AT LAW
YEON BUILDING, PORTLAND, OREGON

February 5 1929

R. A. Klein,
State Highway Engineer,
c/o Oregon State Highway Commission,
State House,
Salem, Oregon.

Dear Mr. Klein:

I am enclosing an order duly signed by J. W. Sweeney, one of the partners of J. W. Sweeney Construction Company and consented to by American Surety Company of New York, by W. J. Lyons, resident Vice-President, dated January 30, 1929, authorizing and directing the payment of $3543.58 to me as attorney for and agent for J. W. Sweeney Construction Company. This payment is made of course without prejudice on any ones part and is on account of the Burnt Hill Chetco River Section contract. Incidentally I am the attorney for American Surety Company of New York and in the litigation between Collins Concrete Pipe Company and J. W. Sweeney Construction Company and American Surety Company of New York, I am appearing for both of the defendants.

This money when received by me will be used by me for Mr. Sweeney in making payment to and settlement with Collins Concrete Pipe Company.

I trust that you will find the order in proper form as Mr. Lyons told me that he had appeared before the Commission and that you were there and that the payment was authorized.

I am leaving for California in a few days and want to close this matter up before I go, so I trust it will receive immediate attention at your hands.

Very truly yours,

Plowden Stott

PS:G
Encl.

#130
Curry

PR 119-3.

February 2, 1929

American Surety Company of New York,
W. J. Lyons, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

Attached hereto is a copy of a letter we have today received from Thomas G. Ryan, Lawyer of Portland, in which we are advised that the claim of Gerber & Bahler against J. W. Sweeney Construction Company for work performed in connection with this company's contract for the construction of a portion of the Roosevelt Coast Highway in Curry County has been satisfied.

This information is given you as you appear as surety on the bond furnished by J. W. Sweeney in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

HBC:S
Enc.

H. B. Claisyer
Chief Clerk

February 2, 1929

J. W. Sweeney Construction Co.,
155 Kingston Ave.,
Portland, Oregon.

Gentlemen:

Attached hereto is a copy of a letter which we have today received from Thomas C. Ryan, Lawyer, of Portland, in which we are advised that the claim of Gerber & Babler against you has been paid in full.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

February 2, 1929

Mr. Thomas G. Ryan, Lawyer,
504 Porter Building,
Portland, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of the 31st ultimo advising us that the claim of Gerber & Dahler against the J. W. Sweeney Construction Company for work performed for this company in connection with their contract for the construction of a portion of the Roosevelt Coast Highway in Curry County has been satisfied.

This information is being transmitted to J. W. Sweeney Construction Company and to the surety on the bond furnished by them in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. E. Glaisyer
Chief Clerk

HEG:S

THOMAS G. RYAN
LAWYER
SUITE 504 PORTER BUILDING
PORTLAND, OREGON

January,31, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: H. B. Glaisyer.

Dear Sir:

Referring to claim heretofore filed by Gerber & Babler against J. W. Sweeney Construction Co., for work done on the Roosevelt Highway between Brookings and Pistol River, Curry County, Oregon, permit me to advise you that this claim has been paid in full by Mr. Sweeney, and I would, therefore, appreciate it very much if you would give him a clearance on your records accordingly.

Thanking you for your courtesy in this matter, I remain.

Very truly yours,

T. G. Ryan

TGR/H.

ANSWERED
H. B. G.

#835
8PA-3
PR 119-3

January 28, 1929
Dictated January 26, 1929

American Surety Company of New York,
W. J. Lyons, Agent,
Yeon Building,
Portland, Oregon.

Dear Sirs:

We hand to you herewith a certified copy of notice of claim that has been filed in the office of the Secretary of State, being that of Gerber & Bahler against J. W. Sweeney Construction Co., covering blading and finishing subgrade, in connection with J. W. Sweeney Construction Co.'s contract for the grading of Unit No. 3, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway, in Curry County.

This notice is sent to you at the request of the Secretary of State as you appear as surety on the bond furnished by the J. W. Sweeney Construction Co. in this instance.

Very truly yours,

Ray A. Klein
State Highway Engineer

RAK:K

By

Enc. 1.

M. B. Chaloyer
Chief Clerk.

January 29, 1923
Dictated January 28, 1923

J. W. Sweeney Construction Co.,
155 Kingston Ave.,
Portland, Oregon.

Gentlemen:

At the request of the Secretary of State, we are mailing to you herewith a certified copy of the claim against you that has been filed in his office by Barber & Mahler, in the sum of $331.85, for furnishing binding and finishing subgrade, in connection with your contract for grading of Unit No. 3, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway.

Very truly yours,

Roy A. Klein
State Highway Engineer

HBG:H

By

Enc. 1.

H. B. Glaisyer
Chief Clerk.

January 29, 1929
Dictated January 28, 1929

Mr. Hal E. Ross,
Secretary of State,
Building.

Attention: Mr. H. J. Hass
Filing Division

Dear Sir:

We acknowledge receipt of your letter of the 16th inst. enclosing three certified copies of the claim of Gerber & Babler against J. W. Sweeney Construction Company, it being for furnishing binding and finishing sub-grade, in the sum of $331.36, in connection with their contract for the grading of Unit No. 3, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway.

We are today forwarding copies of this notice to the J. W. Sweeney Construction Company and the surety on their bond.

Very truly yours,

Roy A. Klein
State Highway Engineer

HBC:M By

H. B. Glaisyer
Chief Clerk.

C. N. LAUGHLIN
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

833

January 16, 1929

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Thomas G. Ryan, Atty., Suite 504 Porter Bldg., Portland, Oregon, and filed as of the 5th inst., a notice of claim by Gerber & Babler for furnishing blading and finishing subgrade in the sum of $331.85 against the bond taken from J. W. Sweeney Construction Company, principal, for the work done on the Roosevelt Highway between Brookings and Pistol River, Curry County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By N. J. Haas
EL.

L

TO THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON

NOTICE IS HEREBY GIVEN that the undersigned GERBER & BABLER a copartnership consisting of HARRY BABLER and E. C. GERBER, have a claim for furnishing blading and finishing subgrade on the Roosevelt Highway between Brookings and Pistol River, Curry County, Oregon, as follows:

95½ hours at $5.00 per hour - - - -	$ 427.50
Less credit, board and blacksmith work	$ 155.65
	$ 331.65

against J. W. SWEENEY CONSTRUCTION CO., as principal and against the bond taken from said J. W. SWEENEY CONSTRUCTION CO., as principal and _____ as surety, for the work being done and performed for the State Highway Commission near Brookings, Oregon on the Roosevelt Highway, in Curry County, Oregon, said work having been completed.

GERBER & BABLER

By HARRY BABLER

Dated this 4th day of January, 1929.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

I, HARRY BABLER, a member of the copartnership of Gerber & Babler, being first duly sworn, depose and say: That we are the claimants above named; that the said claim so filed by Gerber & Babler is true and correct as I verily believe.

HARRY BABLER

(SEAL)
Subscribed and sworn to before me
this 4th day of January, 1929.

T. C. RYAN
Notary Public for Oregon.
My Commission expires July 25, 1931.

ENDORSED:
File No. 774.
NOTICE OF CLAIM OF GERBER & BABLER, VS J. W. SWEENEY CONSTRUCTION CO.
Amount of claim $331.65
Filed January 5, 1929, HAL E. HOSS, Secretary of State

a copartnership consisting of HARRY BABLER and R. C. GERBER, have a claim for furnishing blading and finishing subgrade on the Roosevelt Highway between Brookings and Pistol River, Curry County, Oregon, as follows:

I have carefully compared the annexed copy of not[illegible]

99½ hours at $5.00 per hour - - - -	$ 497.50
Less credit, board and blacksmith work	$ 156.65
	$ 331.85

against J. W. SWEENEY CONSTRUCTION CO., as principal and against the bond taken from said J. W. SWEENEY CONSTRUCTION CO., as principal and _____ as surety, for the work being done and performed for the State Highway Commission near Brookings, Oregon on the Roosevelt Highway, in Curry County, Oregon, said work having been completed.

GERBER & BABLER

By HARRY B/BLER

Dated this 4th day of January, 1929.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

I, HARRY BABLER, a member of the copartnership of Gerber & Bablar, being first duly sworn, depose and say: That we are the claimants above named; that the said claim so filed by Gerber & Bablar is true and correct as I verily believe.

HARRY B. BLER

(SEAL)
Subscribed and sworn to before me
this 4th day of January, 1929.

T. C. RYAN
Notary Public for Oregon.
My Commission expires July 25, 1931.

ENDORSED:
File No. 774.
NOTICE OF CLAIM OF GERBER & B BLER, VS J. W. SWEENEY CONSTRUCTION CO.
Amount of claim $331.85
Filed January 5, 1929, HAL E. HOSS, Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Gerber & Babler for furnishing blading and finishing subgrade in the sum of $331.85 against the bond taken from J. W. Sweeney Construction Company, principal, for the work done on the Roosevelt Highway between Brookings and Pistol River, Curry County, Oregon, with the original notice of claim filed in the office of the Secretary of State on January 5, 1929, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 16th day of January, A. D. 1929.

Hal E Hoss

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Gerber & Babler for furnishing blading and finishing subgrade in the sum of $331.85 against the bond taken from J. W. Sweeney Construction Company, principal, for the work done on the Roosevelt Highway between Brookings and Pistol River, Curry County, Oregon, with the original notice of claim filed in the office of the Secretary of State on January 5, 1929, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 16thday of January, A. D. 1929.

Hal E Hoss

Secretary of State

By _____

Deputy

PR#119
Unit#3

Jan. 22, 1920.

Mr. Geo. F. Alexander,
1024 Board of Trade Bldg.,
Portland, Oregon.

Dear Sir:

This is in reply to your letter of January 11th, in regard to obtaining certain information pertaining to the J. H. Sweeney contract for the grading of Unit No. 3 of the Bayne Hill-Chetco River Section of the Roosevelt-Coast Highway.

Some of the information which you are asking for can be taken from our records by almost anyone, but some of it is not directly available from our records at all, and if obtained from them must be obtained by a member of the sub-contracting firm or someone else who was thoroughly familiar with the work during its performance and can identify the work done by the subcontractors by indirect means, such as station numbers, dates, names of laborers, etc. Any clerk can make a copy of the October 20th estimate in about two hours time. The information in regard to force account calls for an analysis of all of Sweeney's force account bills by someone who can identify the parts of them which are for work performed by Pegan & Gassman. The information as to the accounts that are involved in the balance that remains to be paid to Sweeney, calls for a study of the final estimate, and of the allowances that have been made in the way of compensation for extra expense, which study should be made by someone who can determine the extent to which the work performed by Pegan & Gassman is affected.

Unless Pegan & Gassman can, themselves, examine the records of our payments to Sweeney and determine from them the items for which they are entitled to payment under their subcontract, it appears to us that the best solution would be to employ a competent engineer to do that for them.

We have found it impracticable to keep track of the work performed by different subcontractors, so our records are complete and accurate only as regards the whole of the work performed under

Mr. Geo. P. Alexander. #2. Jan. 22, 1920.

the main contract. These records, for the whole contract, are in considerable detail, however, and usually the subcontractor, or his engineer, has no difficulty in segregating the items which apply to the subcontract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Office Engineer.

RAK:KH

PHONES { OFFICE. BROADWAY 2498
RES. TABOR 3638

LAW OFFICES
GEO. F. ALEXANDER
1024 BOARD OF TRADE BLDG.
PORTLAND, OREGON

January 11, 1929.

JAN 11 1929
STATE

State Highway Commission,
Salem, Oregon.

Gentlemen:

I have your letter of January 7th in answer to mine of January 4th and note contents.

I did not intend to impose on you but both Mr. Pegan and Mr. Gassman are out of the state at this time and I not only haven't anybody to send down to get the information that I seek from your books but do not even know of anyone who would understand your books well enough to be able to take off the information requested if they were there. I am trying to make a settlement with the Sweeney Construction Company and need the information requested to check their account and if your office cannot furnish it to me and you think that I could take it off if I came down I will try to arrange to come down and get it, but I know that I wouldn't be able to take it off until someone found it for me and explained your books to me so that I could take it off. I assume that this would be true of anyone that I might send down to get this information. Maybe I don't realize how much I am asking of you; that could very easily be true of anyone who has no realization of what they are really asking. I did not mean to impose on your department but I need the information and if you can suggest any other way of getting it I would appreciate very much having you do so. You have been so uniformly prompt and kind in furnishing any information I sought in the past in regard to these matters that I really did not know I was making any unusual request.

Thanking you again for many past favors and for an early reply, I remain

Very truly yours,

GFA/C

J. W. SWEENEY, Mgr. DAN SHEARER, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

[redacted] OREGON

Portland

PR 119 #3

January 15th, 1929

To the Honorable Highway Commission,
Salem, Oregon.
H. B. VanDuzer , Chairman.

Gentlemen:-

As we are desirous of avoiding litigation for construction of Unit 3, Burnt-Hill Chetco River Section of the Roosevelt Coast Highway, please review our reasons asking for arbitration of our bills and claims. We had Engineers of experience go over our claims and submit them to your Commission with some explanations. They strongly urged us to ask for arbitration. We hereby repeat our old arguments and submit new ones.

Letter dated Dec. 10, 1928, Salem, Oregon:

"J. W. Sweeney Construction Co.,
155 Kingston Ave., Portland, Ore.

Gentlemen:-

This letter is to inform you we have received a communication from Mr. W.E. Gilmore of Cranwell, Cal. to the effect that you are indebted to him for furnishing 56 cu. yds. of rock in connection with your contract for the grading of Unit 3, Burnt Hill Chetco River Section of the Roosevelt Coast Highway in Curry County.

Mr. Gilmore states that he has failed to receive satisfaction from you, although he has requested settlement from you several times. Will you please give this matter your attention.

Very truly yours,

Roy A. Klein,
State Highway Engineer."

Answer to above.

Portland, Ore. Dec. 10, 1928.

"Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Replying to your letter dated Dec. 10, 1928, relative to claim of W.E. Gilmore, we never had a bill or letter from Mr. Gilmore asking for a settlement for 56 cu. yds. of crushed rock. Hood & Gilmore had a sub-contract from Pagan & Gassman to furnish crushed

ock for concrete box culverts on Section 3, Roosevelt Coast Highway, Curry County. We asked your Resident Engineer repeatedly to measure up the quantities of rock and sand used in concrete box culverts when crusher operations ceased, but could not get it done officially, at the time. After numerous requests for a fair allowance for setting up and dismantling crusher, and for material on hand, finally after more than two years, after crusher operations ceased, you made some undercalculated allowances. We have made out of pocket advances to Hood & Gilmore, also to Mr. Pagan. If your Engineers had furnished proper estimates at time crusher was shut down settlement would have been made at the time.

Yours truly,

J. W. Sweeney Const. Co.
By J. W. Sweeney".

This change of plans left us with surplus re-inforcing steel on hand. Our contract was 10¢ per pound in place, assuring us a profit of between three and four cents per pound.

When the change of plans for culvert construction was made, a fair adjustment of everything connected with the expense of getting ready to do this work should have been made.

The following correspondence is self-explanatory:

Grants Pass, Ore. Feb. 8, 1927.

"Mr. J. W. Sweeney,
Sweeney Construction Co.,
155 Kingston Ave., Portland, Ore.

Dear Sir:-

There was some steel left over at Brookings which was delivered on the boat to you and Mr. Bauers. I understand the steel became mixed on the boat and it is hard to tell to whom this steel, amounting to 14,204.5 pounds at $0.032 amounting to $454.54 belongs. You spoke to Mr. Armstrong regarding apportioning this between you and Mr. Bauers. To date we have found no reliable way of doing this. Mr. Bauers has presented a claim for the entire amount but I have been holding it to find out what part of this belongs to you.

If you have any way of telling what belongs to you or some scheme of finding the proportion that belongs to you, will you please advise.

Yours truly,

Wm. E. Chandler,
Division Engineer".

WEC/F

Answer to above.

Portland, Ore. Feb. 10, 1927.

"Oregon State Highway Commission,
Wm. E. Chandler, Division Engineer,
Grants Pass, Oregon.

Dear Sir:-

Your letter of the 8th inst. received.
I never talked with Mr. Armstrong about proportioning any bill with Mr. Bauers from the simple fact I did not know there was any shortage at that time. I pointed out that the steel was on the highway, and in the street, at Brookings, and with the possibility of a shortage we did not want to be responsible. When your department made deals and transferred steel to different highway jobs that probably explains the shortage. I will call on you next week.

Yours truly,

J. W. Sweeney Construction Co.
By J. W. Sweeney."

Portland, March 15, 1927.

"Chester Armstrong,
Resident Engineer,
State Highway Commission,
Grants Pass, Oregon.

Dear Sir:-

Inclosed find bill for steel. We cannot afford to do business at a loss. If you intend to pay force account bills on a yardage basis, that will be satisfactory.

If you prefer bills will you kindly send me pay-roll blanks to fill out.

Yours truly,
J. W. SWEENEY CONSTRUCTION CO.
J. W. Sweeney."

Bill tendered for surplus steel.

Portland, Ore. March 15, 1927.

"Oregon State Highway Commission,
To J.W. Sweeney Construction Co.
For steel left over and not used in construction of Burnt-Hill Chetco River Section, Coast Highway, Curry County, Unit #3
29885 lbs. @ 4½¢ per lb. $1344.83"

Finally after three or four months' dickering we agreed to accept a loss of approximately $115.00.

We built roads to haul crushed rock and screenings from crusher to concrete culverts, costing approximately $1500.00. We called Engineers' attention to this, and they gave this item no consideration. The State should pay a fair proportion. All the arguments advanced by State Highway Engineers for change of plans, in our opinion, is not the true reason for said changes.

We made out bills for ditch and culvert excavation for which we have not received fair pay.

"155 Kingston Ave.,
Portland, Ore. March 8, 1927.

"Wm. E. Chandler, Division Engineer,
Oregon State Highway Commission,
Grants Pass, Oregon.

Dear Sir:-

Your letter of March 3rd received. We have no objection as to how you pay us for extra work. Please give us enough yardage to take care of cost, plus 15%.

We will cite an example: Drainage ditch, station 198 + 25 paid on yardage basis. So far we have been allowed about 50¢ on the dollar. This was a hand mucked job, in tough material. This ditch was not included in our contract. We asked Mr. Libby for force account order. He stated he would allow yardage to cover. He gave orders for this kind of work to our foreman. The work was done and no orders to cover received. To date we have sustained quite a loss on this work and we would appreciate a voucher and estimate for fair allowance on same.

Yours truly,

J. W. Sweeney Construction Co.
By J. W. Sweeney"

Excavating for Concrete Box Culverts: These were put in during the winter. There were slips and slides that should have been measured on the same angles as cuts on highway road-bed.

Price Agreement with B. O. Johnson, dated July 15, 1927, for clearing up and burning trees, limbs and debris after heavy storm of Feb. 3rd & 4th, 1926, was billed at $1200.00, about cost to us. This bill has been rendered numerous times, and Engineer's attention called to this overdue account. Engineer Johnson did not discuss anything about extra clearing. The only thing he talked about was to cut down the price. We finally agreed to take $1,000. We have the agreement for $1,000 which has not been paid to date. Now they come in with some notes claiming Engineer Libby had allowed $503.60. There is nothing on our estimates or records to show any such allowance on this particular claim.

Copy of letter to Highway Engineer

"Portland, Ore. Feb. 21, 1928

"Roy Klein,
Oregon State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Inclosed find estimate 835-20, and letter, returned to you.

After reviewing our claims for work done on our contract Unit 3, Roosevelt Coast Highway, Curry County, it appears to us that every claim made has stood the acid test.

Clearing Contract depends on how you compute it, but measuring the clearing from station 78-50, commencement of work, to station 381 the finish, we have at least 1/3 more than original contract.

Rock crusher. We would not have installed a crusher if we had known the quantities of rock were to be decreased, or that screening

would be rejected. Our recollection is that Inspector Allen rejected screenings, and Inspector Archibald the rock. We had this matter up with Resident Engineers to get some salvage out of rock not used.

Box Culvert Excavation. Some of this was in bad ground and in gulches. When cuts on the highway did not stand at 3/4 and 1 to 1 slopes, the measurements on the box culverts were not what they should be.

Extra sand and cement. Should be paid for. We have made no claim for extra labor in this connection. The uncertain conditions and talks of whether or not the material would be accepted or not makes your labor expensive.

We have explained about diverting a small mountain stream to prepare for excavating rock at approach to culvert Sta. 247 and 245., build small flume, dam, etc. and excavate this rock in narrow and cramped holes.

We have gone over our claims on station-men not being allowed to handle work, station 238 to 259, in bad weather, in the manner we thought was the best way, under the circumstances. A very reasonable request, which if granted, would have saved us a loss of $3,845.77.

Up hill haul on Walter Condron's work. Engineers' argument that that helped us does not seem to have any merit, except that if we had done the work instead of Condron, we would have a claim that would be just as fair as Condron's.

Price Agreement with B.O. Johnson, Resident Engineer, about storm of Feb. 1926. In checking over our records we cannot absolutely determine the exact cost, as we had not finished our clearing contract, but estimated at $1,200.00 as very reasonable. About 12 big trees, 4 to 6 feet diameter fell across right of way, tops, limbs, snags and debris to be cleared up and burned, would equal four or five times this amount of trees. Engineer Libby has made some allowance on extra clearing, between stations 350 and 381, to take care of this. This does not pay us, as we did extra clearing between stations 350 and 381, as ordered, that actually cost us $933.77, and for which we paid Hall & Salvas as per their pay-rolls.

Station 191 to Station 206. We have threshed this out pretty thoroughly. We needed cooperation on this piece of work. We rebuilt this fill probably a dozen times. We got our last stakes the latter part of June, 1927, and did the work as ordered and should be paid for it.

Overhaul. We have not heard of anything to change original quantities, except a deduction of 4,000 yards, and the increase in yardage moved from widening roadway and removal of slides should increase this.

We have furnished bills for several other items that have not been paid. We have been badly crippled in a financial way by the slow method of paying monthly estimates and extra bills in 1927. In re-measurement of cuts that had serpentine slides, and different items, please make a fair allowance.

Yours truly,

J. W. Sweeney Const. Co.
By J. W. Sweeney".

Copy of Letter to Highway Engineer.

"Portland, Ore. Jan. 24, 1928.

"Roy Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Inclosed herewith find copies of bills as per your verbal request, which have not been allowed by you on estimates.

You undoubtedly understand that some of these slides, after being taken out and resloped, then standing for a period, a rain storm would cause more slides, they would have to be taken out and resloped again, which accounts for some of the work being duplicated.

Yours truly,

J. W. Sweeney Construction Co.
By J. W. Sweeney."

On our 3rd final estimate shows some deduction of about $50.00 on account of duplication. This was evidently a timekeepers' error and we are willing to deduct this from our claim.

Resloping during 1927. We had some notice that they had a scheme to make reductions. Engineers ordered this work done. Our men wanted their pay in full. We want our pay on this basis. Your Engineers deducted $350.00 on resloping they ordered done.

Copy of Letter to Highway Engineer.

"Portland, Ore. July 24, 1928.

"Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

In your report to the Highway Commission, under date of May 26, 1928, you claim delays to the surfacing contractors. This is misleading. We did not hold up the surfacing contractors at any time. Our outfit was moved from Camp on August 28, 1927, although you claim we did not finish the work until September 3, 1927. We had no men on the work at all after August 28.

Inclosed find pay-roll for delay caused us by your Engineers holding us up waiting for stakes. They promised them to us a[t] our men and teams were on the ground at Station 157-164, each morning on the 16th, 17th, 18th and 19th of August, 1927. This was just a loss of time to us and we had to pay the men for their time on account of your delays.

We held our outfit at camp for about 10 days, after our contract was completed, just waiting on your Engineers to give us some ditching stakes. Had they given us these stakes when the grading was done, it would have saved us both time and money. We have made no extra charge for this unnecessary delay.

Your Engineers offered to accept our work about Nov. 1926 by making some deductions. We were never able to find out about

this deduction business. We were willing to get off or stay and complete the work, but expected a square deal.

Please look up yardage on Moore ranch road;according to our information we were paid approximately 20 yards short. All take and no give does not pay our labor and material bills.

Yours truly,

J. W. Sweeney Construction Co.
By J. W. Sweeney."

1 inclosure."

Subsidence: Work was principally measured after slides were cleaned up. We asked District Engineer Chandler to have this subsidence and depressions on upper banks of highway estimated. This had crowded into cuts and we received no yardage for handling this material. B.O. Johnson, Resident Engineer, who had made the final estimate, was with us at the time I called Mr. Chandlers' attention to the fact that there had been no stakes set and no estimate had been made of this work. Chandler asked B.O. Johnson to remeasure four or five places that showed considerable subsidence. His report was that including subsidence was a trifle less yardage than the same roadbed without said subsidence. Common horse sense would contradict this.

Surfacing with Bank Material. Grade from Station 78-50 to Station 120 was ordered done under work order No. 2, August 23, 1926, to maintain upon road for winter travel. We made some preparation to do the work, then our bookkeeper had some notice the Engineers would have the Engelhardt Construction Co. do the work. Engelhardt put in a shute to trap some of this material. A storm knocked down his trap and partially blocked the road (stage road) then we were asked to clean up the slide and do some road blading. We received our pay for this March 3, 1928, about a year and a half after the work was done.

Gas Shovel: B.O. Johnson, Resident Engineer, continuously asked about having Washburn & Hall put their shovel to work on our contract. We told him to let Washburn & Hall do their own work and we would do ours.

Later Engineer Johnson asked us to grade a ranch road leading off Section 4, originally on Bauer & Bauers Contract, relet to Washburn & Hall to clean up and complete. We asked him if Washburn & Hall did not want to do this work and he said no. Said we would be glad to do this work. As near as we can figure we were paid about $12.00 short, on yardage basis. It was paid in yardage.

Burning and clearing up brush outside of right of way limits. We were asked to clean up and burn up brush clear outside the limits that contractors on other units did not have to do, at least $2,000. worth of work that should be classed as extra clearing.

When we received our first final estimate we made appointment with Mr. Klein to go over our estimate. We did not consider we had been fairly treated on our contract and our bills had not been paid. Mr. Klein immediately stated that because we lost money he would do nothing. We explained that was not what we were talking about. We wanted our bills paid for work ordered done and a fair deal on our contract. He continually said he would not do anything. When I called his attention to the fact that there had been deductions made

on the lump sum bid on clearing, which was not right, that at Station 363, only 10 cu. yds. of excavation had been allowed for mucking out a slide that covered up the end of a culvert staked out too short, he finally said he would get district engineer Chandler and Resident Engineer Libby to meet with us. Then a second meeting, and I agreed to go over the work with Mr. Chandler & Libby. They then allowed those particular items. Then a second final estimate. When we could not accept this we went to the Commission. Nothing has been allowed only after long and tedious arguments. We believe that our bills and claims are just, and with fair arbitration would be paid.

Mr. Klein repeatedly said if he paid us other contractors would be running in with bills and claims.

Equipment. This is probably aside from the contract. We had a good team outfit, also station-men's outfit. We figured on doing the heaviest work with station-men, and lighter work with teams. We had done one section of the Roosevelt Highway with this equipment. Several other contractors have done their work with the same methods, and work is being done over the State yet with this kind of equipment. We know machinery is superceding older methods to a considerable extent.

Experience. We have been continuously in the contracting business for over 30 years, in fact a life time business. We had sub-contracts under Kilpatrick Bros. & Collins, on changes of lines. Betterments on Union Pacific R. R. We furnished rock for the Columbia River Jetty, in 1905. We had contracts previous to that that were important enough to receive newspaper notice.

Clipping from Oregonian of May 23, 1903. "Work begun on the largest job of its kind so far awarded in Portland, the Cook Avenue district sewer, costing $78,000, the contractor being J.W. Sweeney". We had the building of 44 miles of the mountain section for the Pacific R. R. & Navigation Co. (Tillamook line), including tunnels, high bridges, clearing & Grading - the largest single contract that had been let in Oregon, up to that time. Had the No. 1 Highway contract in Oregon mountain section over the Siskiyous to California line. We have done work every year since we started in business until 1928. We had several jobs offered us, but had stored our equipment.

The president of the bank, with whom we did business, called at the Highway Engineers' office at Salem, to find out something about this contract. The information he received evidently was not helpful to us. He called his loan, so we decided to try and get paid for work we had done before looking around for new banking connections. In fact, one banker to whom we talked advised us to do this.

Interference with stationmen and the attitude of Engineers travels pretty fast, consequently we could not sub-let several pieces of work to stationmen that we had planned to sub-let. Construction men the country over know the difference between doing work with day men and stationmen. We made no claim as yet, but surely this should be considered.

Board Bills Submitted.

"Brookings, Oregon,
May 6, 1927.

"Oregon State Highway Commission,
To J.W. Sweeny Construction Co.

To 9 meals furnished J. Gardner, @ 50¢	$4.50	
To 9 meals furnished Tex Tearis @ 50¢	4.50	
Tobacco " "	.25	
To 9 meals furnished L.D. Reading @ 50¢	4.50	13.75

These men were brought to Camp to board by Engineer Johnson, and were working for the State Highway Commission.
March 19th to 22nd, 1927."

"Brookings, Ore. June 5, 1927.

"Oregon State Highway Commission,
To J. W. Sweeney Construction Co.

To Board and bed furnished Engineer Ford, at our Camp #1, Apr. 26 to June 4, 1927 @ $1.50 per day $57.00
Bill submitted, but no response. We furnished board, private tent and bedding."

"Portland, Ore. Apr. 4, 1928.

"Wm. A. Chandler, Division Engineer,
Oregon State Highway Department,

Dear Sir:-

Inclosed find copies of board bills, as per your request of the 3rd inst.

You understand we made no charge for anyone connected with the Highway Department dropping in for occasional meals. These bills are for men brought there by B.O. Johnson, Resident Engineer, and for Engineer Ford, who was a regular boarder.

Yours truly,

J. W. Sweeney Const. Co."

"Grants Pass, Oregon.
April 3rd, 1928.

J. W. Sweeney Construction Co.,
155 Kingston Ave.,
Portland, Oregon.

Gentlemen:-

Notice in your bill of claims to the Highway Commission dated March 27th, 1928, claim #1, "Board furnished State Employees",. No claim for board, tents and bedding such as you state you furnished during March, April, May and June, 1927, has ever been presented for payment at this office according to our records.

If these are just claims that have been overlooked, will you

please send copies of them at your early convenience and they will be promptly paid, if, as you state, they are just claims.

Yours truly,

Wm. E. Chandler,
Division Engineer "

WEC/F
CC-Roy A. Klein "

Engineers, contractors and everyone who has a camp knows that a commissary bill is as fair as a board bill and in making up labor accounts is treated in the same manner as board bills, but as the Engineers wanted to keep in practice they chiselled off 25¢, after conferences and correspondence and holding up our payment a year and a half on this just bill.

We wish to show how our estimates were withheld. The following shows amounts of pay-rolls during 1927, dates and amounts allowed on estimates:

March 1927, payroll	$294.32
April " "	1121.65
May " "	1989.82
June " "	3013.46
July " "	3911.11
August " "	3,026.72
	$13,357.08

In addition to pay-rolls, 20 head of horses with the scraper equipment, small tools, blacksmith outfit, etc., from April 20th to June 20th, 40 head of horses with above equipment, June 20th to August 15th, overhead expense, feed for stock, freight bills, auto truck, gas and oil.

Estimates allowed 1927.

1st June 3, 1927	$ 1,950.25
2nd July 15th	1,002.77
3rd August 16th	10,803.47
4th Sept. 30	8,773.44
5th December 10	6,209.52

Our work was completed August 15th, 1927. We had three sets of finishing stakes on some of this work. Ditch stakes were not furnished until grading was practically completed, keeping us on the job with an outfit about 12 days longer than was necessary, if ditch stakes had been furnished during the progress of the grading. Then we were ordered to move the outfit back to Station 200 and bring the serpentine fill to grade for about the 12th time.

Engineers understand that withholding monthly estimates is a vital item. Contractors need their money to meet pay-rolls and bills. This correspondence will show that we were not paid according to contract and the spirit of the contract was not lived up to.

Letter to Roy Klein, Highway Engineer.

"June 29th, 1927

"Roy Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Our monthly estimate to June 15th, 1927, on Unit 3, Burnt Hill, Chetco River section of Roosevelt Coast Highway, Curry County, is incorrect and not a fair estimate. We practically finished the sloping on our contract last fall. We removed slides and did re-sloping under the direction of your Engineers, according to stakes set by them, and have not been allowed anything for this work. We built a detour at the direction of your Engineers and have done other work ordered by your Engineers, promised work orders for same, but have never received the orders or any pay. If necessary to have these orders, will you kindly see that they are furnished. We have pay-rolls to take care of and bills to pay and need our money.

Please give this matter your attention and oblige.

Yours truly,

J. W. Sweeney Construction Co.
J. W. Sweeney "

Reply to above.

"Salem, Ore. July 1, 1927

"J. W. Sweeney Construction Co.,
Brookings, Oregon.

Gentlemen:-

Receipt is acknowledged of your letter of the 29th ult., relative to the June 15th estimate on Unit 3 of the Burnt Hill, Chetco River Section of the Roosevelt Coast Highway.

We have made payment to you of all estimates and bills which have been submitted to this office on that project and are referring a copy of your letter to Mr. W. E. Chandler, Division Engineer, for such action as may be necessary.

Very truly yours,

Roy A. Klein,
State Highway Engineer,
By J. W. DeSouza,
Assistant Office Engineer. "

JWD:HI
cc W. E. Chandler "

- - - - - - - - - - - - - - -

"Grants Pass, Oregon.
July16, 1927

"J. W. Sweeney Construction Co.,
Brookings, Oregon.

Gentlemen:-

Your letter of June 29th to Mr. R. A. Klein, State Highway Engineer, has been referred to this office for reply.

All matters mentioned in your letter will be taken care of as nearly as possible in the estimate of June 15th. There has been some delay in getting out force orders on our part and some delay on your part in getting the force bills. The detour that you refer to, I think has been taken care of now by Wren & Greenough.

Yours very truly,

Wm. E. Chandler,
Division Engineer. "

WEL:VB "

Summary

No. 1	Relay culvert	10.59
	Enlarging inlet Station 198-25	.46
	Item 7, Excavating & filling rock drains	9.36
No. 2	Price agreement with B.O. Johnson, Resident Engineer, to clean up wreckage & debris after storm of Feb. 3rd & 4th, 1926. — - - - - - - -	1,000.00
	Extra clearing - want fair measurement.	
No. 3	Rock crusher, surplus steel & roads built to haul material from crusher to culverts- Want a square deal and properly estimated account for change of plans.	
No. 4	Bill for cement halved. Want pay for this in full. Material had to be paid in full by us.	211.77
No. 5	We believe we made proper explanation for this bill. Had no pay-roll, as we expected a fair deal. Not a red cent allowed us.	250.00
No. 6	Pecator Bros Cut. Unwarranted interference by Engineers.	3,845.27
No. 7	Up-hill haul, Station 220 to 230, Walter Condron, sub-contract.	1,000.00
No. 8	Overhaul. We want this remeasured.	
No. 9	Ties in with No. 3	
No. 10	Shows continuous changes, refilling, experiments and mistakes by Engineers.	5,553.68
No. 11	Diversion ditch, Station 198-25. Force account bill. Unit prices allowed in final.	63.24
No. 12	12" culvert & drain, station 200. Units allowed	12.04

No. 13	Resloping. We had to pay labor in full, and work was ordered by your Engineers.	350.00
No. 14	John Gentry, watchman who kept ditches open on completed work, has a very different story from what B.O. Johnson, Resident Engineer, says.	160.70
No. 15	Drain at Station 200. Unit prices allowed,. - - -	4.45
	Excavation for concrete box culverts, slips and slides. More liberal estimate.	
No. 16	Culvert excavation in sunken fill, Station 220. This was ordered done force account by Engineers Chandler and Johnson, billed force account, and then allowed yardage for a bout 2/3 of the amount.	77.68
No. 17	Subsidence - Amount to be determined by fair measurement.	
No. 18	Repairing damage to box culvert excavation and forms at stations 261 and 297. Storm in Feb., March and April partly filled trenches with boulders and sediment. This muck washed in from stream above culvert sites.	220.44
No. 19	Delays caused by Engineers keeping us waiting for stakes. Pay roll furnished.	147.64

Reasons we are asking for arbitration:

We owe some bills connected with this work on which we are paying interest. Our only way of raising money to pay off these accounts is by trying to sell some property in Portland that we have held for 25 years or more. We do not like to be compelled to do this on a rather flat market. We have sold some outfit, etc. to pay on these bills.

We would like to have you give arbitration immediate consideration, as this work has been completed nearly a year and a half and we would like to get our money for work done. We should be entitled to some interest on these overdue bills and accounts.

Yours truly,

J. W. SWEENEY CONSTRUCTION CO.

BY J.W. Sweeney

JWS:MR

#835

PR 119-3

THOMAS G. RYAN
LAWYER
SUITE 504 PORTER BUILDING
PORTLAND, OREGON

January 4, 1929.

RECEIVED
JAN 5 1929
OREGON
STATE HIGHWAY COMMISSION

Hon. Hal E. Hoss.
Secretary of State,
Salem, Oregon.

Dear Sir:

I enclose herewith original and copy of Notice of Claim of Gerber & Babler against J. W. SWEENEY CONSTRUCTION CO., for furnishing blading and finishing subgrade on the Roosevelt Highway.

This is filed with you for transmission to the State Highway Commission pursuant to the provisions of Section 2991 Oregon Laws.

Kindly acknowledge receipt of this notice, and oblige.

Very truly yours,

T. G. Ryan

CC to Mr. Roy A. Klein, Secretary,
State Highway Commission,
Salem, Oregon.

P. S. Will you please be kind enough to insert the name of the Bonding Company in the Notice, and advise me thereof, /and oblige.

Noted WHB

#835
Surety Co

PR 119-3

December 10, 1928

Mr. W. E. Gilmore,
Cranwell, Calif.

Dear Sir:

Mr. Prebert has handed me your letter of the 2nd inst. concerning your claim against Mr. Sweeney. We note that you desire the amount of your claim deducted from further moneys due Mr. Sweeney. In this connection, will say that we cannot do this as your claim is not a lien claim and is not given preference by the provisions of law. Also, while we do not dispute the validity of your claim, we have no way of ascertaining whether or not it is correct. The following suggestion is made, however, and if you pursue the course mentioned, it may be possible for you to secure satisfaction.

In connection with this project Mr. Sweeney furnished the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the American Surety Co. of New York for whom W.J. Kerr is agent, with offices in the Yeon Building, Portland, Oregon. It will no doubt be a very good idea for you to take the matter up with this bonding company. If you do not secure satisfaction by so doing then you still have recourse to action in the court, and should file notice of your claim with the Secretary of State in accordance with the provisions of Section No. 2991 of the Oregon laws, mimeographed copy of which is enclosed for your further information.

Mr. Sweeney's contract was for the grading of Unit 3, Burnt Hill-Chetco section of the Roosevelt Coast Highway in Curry County, State Highway Contract No. 835. The contract was awarded to J. W. Sweeney Construction Co., address, 155 Kingston Ave., Portland, Oregon. We regret that we can do no more for you at the present time.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

M. B. Glaisyer
Chief Clerk.

HBG:M
Enc. 1.

Cranmore Calif Dec 8

Mr S. H. Probert

Selma Or

Dear Sir in reply to yours
Nov 15th will state that so far
I have been unable to get any
kind of a settlement from Mr
Swenson.
Would You do this much for us to hold
up the Payment for the 56 Cubic
Yards of Rock crushed at the Creek
Let us

Resp Yours W. E. Gilmore
Cranmore Calif

ANSWERED
H. B. G.

Dec 8

DAN KEEARNEY, SUPT.

D.

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J. W. SWEENEY, Mgr. DAN SHEARER, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

BROOKINGS, OREGON

PP#119
Unit #3

Portland, December 10, 1928

Roy A. Klein
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Replying to your letter dated Dec. 10, 1928, relative to claim of W.E.Gilmore, We never had a bill or letter from Mr. Gilmore asking for a settlement for 56 cubic yards of crushed rock.

Hood & Gilmore had a sub-contract from Pagan & Gassman to furnish crushed rock for concrete box culverts, on section three, Roosevelt Highway, Curry County.

We asked your Resident Engineer repeatedly to measure up the quantities of rock and sand used in concrete box culverts when crusher operations ceased, but could not get it done, officially, at the time. After numerous requests for a fair allowance for setting up and dismantling crusher, and for material on hand, finally after more than two years after crusher operations ceased, you made some under calculated allowances.

We have made some out of pocket advances to Hood & Gilmore, also to Mr. Pagan. If your Engineers had furnished proper estimates at time crusher was shut down settlement would have been made at the time.

Yours truly,

J.W.Sweeney Construction Co.

By J.W. Sweeney

FORM S-K-1 S-2000 000 6-27

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

Nov. 14, 1928

IN REPLY PLEASE
REFER TO FILE NO.

J. W. Sweeney Construction Co.,
165 Kingston Ave.,
Portland, Oregon

Gentlemen:

I am directed by the Oregon State Highway Commission to say to you that your claims against the state as disclosed and discussed in your communication addressed to the commission under date of October 30, 1928, growing out of your contract with the state of Oregon for the construction of the Burnt Hill-Chetco Section of the Roosevelt Highway, which contract is State Highway Contract No. 835, were duly and carefully considered by the commission at its last meeting held in Portland November 13, 1928. The result was that the commission was of the opinion that the claims are without merit and are not supported by the facts. Therefore, you are advised that the commission disapproved and disallowed the claims.

Very truly yours,

J.M.DEVERS

JMD:EH

cc to R.A.Klein

November 8, 1928.

Members of the Highway Commission.

Gentlemen:

At the last meeting, Mr. J. W. Sweeney submitted a statement making claims for additional compensation on his contract on Unit No. 8, Burnt Hill-Chetco River Section of the Roosevelt Highway in Curry County, our contract No. 855. No record was made as to the disposition of these claims and the matter is respectfully referred to you for a definite decision at the next meeting.

I am attaching the copies of the claims which Mr. Sweeney filed so that you may have an opportunity to read and study them over at your convenience.

Very truly yours,

State Highway Engineer.

RAK:MI

J. W. SWEENEY CONSTRUCTION CO.

165 Kingston Ave.,
Portland, Oregon.
October 30, 1928.

119-3

To the Honorable,
The Highway Commission of Oregon,
H. B. Van Duzer, Chairman,
Robert W. Sawyer,
C. E. Gates.

Gentlemen:

Further in the matter of the Burnt Hill-Chetco, Unit No. 3, contract between your Commission and our company (contract No. 838) we have met with Messrs. Klein, Chandler, Libby and Johnson and discussed extra bills presented heretofore, gaining an increase in the second previously submitted final estimate proposal of an admission from the Engineers of $3543.48 which they admit to be due us and has not been previously offered.

In addition we have been offered settlement of board bills of March, April and June 1927 amounting to $70.75 the this has been trimmed down 25 cents, (less than normal interest of about $6.00 which has accrued on the account).

We have not as yet accepted this final estimate offered September 1st tho by so doing there would be released some $6043.52 in cash.

We are not satisfied as yet that our work has been properly considered in all its aspects. We have in particular to bring again before you the question of reasonable cost compensation without profit on the two items presented by the "Peester cut"(Sta.250) and the cut and sliding fill at Sta. 200.

1. Specifically, we ask that you allow for "Peester" cuts at Sta. 250, based on payrolls, demonstrated net cost of $16,084.89 in lieu of yardage allowed at original price of 67¢, 17,200.8 cu.yds., $12,239.62. Thus a net increase to us of $3,845.27.

2. Again on the cuts at Sta. 200, based on payrolls, demonstrated net cost of $17,318.90 in lieu of yardage allowed at original price of 67¢, 17,360 cu.yds., $11,765.22 as previously submitted.
   Thus a net increase to us of $5,553.68

   We believe these could be handled regularly by a price agreement.

   The total of these is $9,399.95.

In the first item the conference at Salem developed the truth of our contention that our plans for doing the work we had undertaken as our obligation in this contract were unduly and irreparably interfered with, the Resident Engineer having insisted that certain work be prosecuted by our subcontractors, "Peester Bros", under serious hazard during extremely wet weather and at undeniable disadvantage, when good material within their work limits was available, on which work could be done and plainly stated there, that had he known the subcontractors would leave the job under his ruling he would undoubtedly have changed his ruling, however, the harm was done, the men left the work, it became necessary to do this by other means not contemplated in setting up the job, at a disadvantage and at an increase of cost to us due to the effect of this ruling. In addition, the excuse offered at the time was invalid in fact, as demonstrated by the subsequent fact that the material was not later used for finishing fills as was alleged to be the plan at the time refusal was flatly made to allow Peester Bros to work in this natural place to work. There is continuing evidence that these cuts in which work was desired to be suspended and operations transferred to good and workable material during the extreme weather were in bad material, serpentine of the worst kind. Had we as the other party to this

contract, similarly interfered with plans of the opposite party would there have been any question of our being penalized? There are two obligations in this contract, the obligation of each party to the other. We feel that we are offering in this proposal a most natural and comfortable manner of settlement, one backed by the experiences and judgments of owner's engineers and the courts in innumerable decisions in like circumstances- dictated by plain equity in like circumstances. These subcontractors had given us excellent service before, were well known to us and we could not censure their action under the circumstances even tho we were put to much trouble and an unusual, an unexpected and undesirable expense in carrying on the work under the change thus put upon us. The commission certainly, can be establishing no new precedent in this manner of settling this item nor one which will confront them again except under exactly similar circumstances for every grading job must rest on its own merits.

In the second instance, the cut at Sta. 250, is a case of utterly unforeseen, unforseeable and nearly impossible material. A cut staked at 1/2 to 1 and developing such bad material, that the restaking of these slopes threw within them a great solid rock boulder, otherwise avoidable, this serpentine filled with boulders with its makeup was of a character admitted to be unforeseen nor in its peculiarities even experienced, theretofore by your engineers or ourselves and so greatly were your own plans for this cut so changed, that the restaking made nearly twice the original yardage in flattening the slopes of this unspeakable material, taking in a great mass of solid rock, an isolated abutment standing alongside, before it would come even temporarily to rest- extraordinary construction and extraordinary material. While the same character of material was elsewhere in some degree encountered its presence here, the need of recurring work on it due to recurring ground pressures and movements and adjoining fills sliding near it, brought it into a concentrated position of recurring by expensive and miserable work. We propose as a fair settlement, force account cost without profit substituted for yardage. There is ample power in the commission so to do; and there may be ample power in the rigid nature of your contract form, presumably to force me to take this loss. There would be no profit in the contract as a whole should this be allowed and yet my bid was but $4000 under the next figure, and you are still within your appropriation for this work and would be within my contemplated contract total if it be allowed.

True, I seriously considered at one time the putting in of a power shovel on this job, but it was possible to do the job without by the use of stationmen on the deep cuts and teams on the balance. In this you gained compacting of fills and I I avoided excessive machinery investment on a job of an indefinite machinery yardage when the option of decision as to carrying on or adding machinery was most forcibly presented. I have not been sorry at all that I did not buy a shovel for it.

In the Fall, Oct. 30, 1926- Mr. Chandler examined our job and on Nov. 2d wrote us the job was nearly complete, felt that with some good weather we could readily clear up all finishing- at this time the other adjoining Units A B and D were finalled out and contractors relieved of staying on through the winter, tho the work was not more advanced than mine. In the Spring it was necessary to let another contract, clean up their work and to clear up slides, some $40,000 on these others, in the neighborhood of $2000 per mile on 20 miles so finalled out in the Fall. I was frankly invited to take my final at that time but could get no idea of what was to be

allowed as a final- had my outfit there and no other work on- stayed in on an extension of time granted by the Commission in view of the winter and finished without delay to the surfacing in any way, in fact was away a few days before the slide contractors had finished their 1927 contract cleaning up the adjoining 20 miles. That there was some feeling in the matter which had no place in it was evidenced by the fact that it became nearly necessary to lay before the commission at that time our inability to obtain anywhere nearly [illegible] progress estimates during the first three or four months following our resumption of work in the Spring.

As evidence that we feel there was some undue influences at work we submit the following evidence of this arbitrary abuse of power. On resumption in 1927 we had payrolls

March 27	. . . . .	$ 294.32	
April	. . . . .	1121.65	and 20 head horses etc
May	. . . . .	1969.82	" " " " "
June	. . . . .	3013.46	" 40 " " "
July	. . . . .	3911.11	" " " " "
cut at this point	. . 10330.36		
Aug.	. . . . .	3026.72	" " " " "

and were finally cut in August.
Plus feed, overhead- gas and supplies.
Corresponding to this we got estimates first in

June 3-27	. . . . .	for but	$1950.25 ✓
2d July 15	- - - - - -	" "	1002.77 ✓
in at this point but	. 2953.02		
3d Aug. 16	. . . . .	" some	1003.47 ✓
4thSept.30	. . . . .	" "	$775.44 ✓
5thDec. 10	. . . . .	" "	8209.52 ✓

Much in each of these was for work done in 1926.

I enclose a bill for $146.67 which I leave to you as to its justice. It is for men and teams waiting for stakes asked, promised by specific times and not placed on minor jobs at the tail end of things- no bill for overhead in holding the whole outfit over is placed before you.

This above is a poor reflection indeed on the business customs and lack of consideration for the other party to a contract and we submit that three finals have been already offered each stating positively that every single allowable item had been considered- and we feel now as we did then that had we accepted the first final offered we would have been deliberately and unjustly penalized by disregarding our actual rights- no subsequent increases have been granted except in the face of indisputable evidence and as the least possible sum in each case to which the full latitude in the meaning of the contract in the states behalf could be construed.

We therefore ask your consideration of our proposal that these two enumerated items be allowed at cost instead of as yardage under all the circumstances surrounding them. We have been off the job for 14 months now, have felt we could not settle before in the face of offerings made us, and believe the commission can in all fairness and fully within its powers regard these proposals as fully just offers of

settlements and altogether warranted in the circumstances. We do ask, however, that no further long delay be imposed on us. The allowance of the two items will bring our total due to nearly $15000 instead of $6043.58 as now offered and our total contract to $246,000 about- still within $1000 of its total original contemplation and well under its original estimated authorization cost, and in all of which most assuredly the state will have received full and generous value for every dollar expended.

We believe discretion does lie in the Commission to avoid the need of too strict an interpretation in exigous circumstances of a hard and bitter latitude of powers initially reserved for defensive purpose in the contract itself, to grant this compensation of net cost only in lieu of yardage for the reasons above stated, unwarranted and immaturely conceived interference and resulting irreperable damage on the one hand, and exigous, unexpected and unprecedented material seriously increased in quantity in such material, requiring unusual and resurrent attention and extremely heavy expense on the other hand.

Yours truly,

J. W. SWEENEY CONSTRUCTION COMPANY

By J. W. Sweeney

cc Roy A. Klein

September 5, 1928

J. W. Sweeney,
158 Kingston Ave.,
Portland, Ore.

Dear Sir:

We are submitting herewith final estimate voucher for the grading of Unit No. 2 of the Burnt Hill-Chetco River Section, which voucher has been prepared in accord with the understanding had at the conference held with yourself and Mr. Merrington on July 16th and 17th.

In this voucher, the following allowances are made in addition to those included in the previous final estimate dated March 16th, the claim numbers referring back to those used in your letters of July 5th and March 27th.

Claim No. 2:

Price charged for 24 ft. of 18 inch pipe furnished by State reduced from $2.72 to $1.50 per foot. This allowance appears in the deduction items $29.28

For extending pipe culverts after they had once been installed. This allowance appears as a force account payment. 61.26

Claim No. 4:

$712.60 is allowed for installation and dismantling of crusher. This appears as a special adjustment on account of alteration of plans. 712.60

$115.92 is allowed for crushed rock and screenings left on hand. This appears as an estimate allowance at a special unit price. 115.92

Claim No. 5:

For extra cement used in concrete work. This allowance appears as a force account or "extra work" allowance, ... $11.18

Claim No. 10:

Quantity of extra clearing increased 1.12 acres to bring the allowance for removing windfalls after storm of February 3 and 4, to a total of $1,000.00. . . . . 448.00

Claim No. 13:

Force account allowed for construction of blind stone drain alongside culvert at Station 298. . . . . 23.87

Claim No. 14:

Force account allowed for resloping work not included in previous allowances. (A reduction of about $50.00 was made in this item on account of duplications of time on payrolls.). $1,040.80

$2,650.93

Very truly yours,

Roy A. Klein
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:S

Previous Fund 3,392.65
2,650.93
6,043.58

ASSOCIATED GENERAL CONTRACTORS OF AMERICA 13

WASHINGTON, D. C.

PACIFIC NORTHWEST BRANCH

PORTLAND CHAPTER

SKILL
INTEGRITY
RESPONSIBILITY

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MULTNOMAH HOTEL LOBBY
PHONE BROADWAY 1832

PORTLAND, ORE.,

August 30, 1928

RECEIVED
AUG 31 1928
OREGON
STATE HIGHWAY COMMISSION

To the Honorable,
The State Highway Commission of Oregon.
Mr. Roy A. Klein, Secretary & Chief Engr.
Salem, Oregon.

Gentlemen:

As further light on the matter of Sweeney Construction Co claim Unit 3 Burnt Hill-Chetco, and discussion of force bills at cost vs yardage on serpentine cuts at Sta. 200 and 250, wish to call attention to the fact that bad serpentine was encountered in other cuts for which no remedy is asked. The material at Sta. 275 was of the same nature and while costly was handled without the peculiar circumstances surrounding the Sta. 200 and Sta. 250 cuts.

At Sta. 200 it was not only bad material but there was so much material added as slopes were set back out, that it was a bad, worse and growing worse situation at all times and one requiring going back and going back, very bad- for which the contractor had obligation to keep at until it was done- extraordinary material, extraordinary means, and even yet giving recurring trouble, just one of those things encountered in Coast Range grading- with two interested parties to the contract, both wishing to overcome the difficulty encountered.

At Sta. 250 (Pecator) starting on cuts by one reasonable method, station men unable to work safely in two very bad, very dangerous cuts during stormy weather, a good cut included- not allowed to work on it- no progress possible- discouraged- left - no one else would take it by this method and it became necessary to take them out by uncomfortable and expensive means, the engineer admits he would have let them work in the dry cut if he had had any idea they would leave as a result of his decision, which decision was based on some idea of using this dry material for topping out fills- which when the station men had gone was summarily abandoned and Sweeney of course had the wreckage of this series of events to clear up, at a cold loss, a serious loss.

We wish to bring these two spots into the picture on their peculiar merit, there is no claim on other bad, just as bad serpentine material elsewhere when no changes or interference with method was encountered. We wish also

to call attention to the fact that the work was done- finished- gamely and that your contract does allow judgment to be used in such cases of extreme hardship- that to so use and to leave or fall away from a policy of using an extreme limit of beneficial interpretation, to one party is not necessarily the intent of such contract relation and we are sure that contract interpretations in grading jobs are so very much tied to the individual circumstances that no precedent can be ever claimed in any such settlement as asked if it be so allowed- except in case the circumstances themselves should repeat in detail, when judgment must enter on their merits of the conditions then set up.

Mr. Sweeney is asking no profit on these two cost bills, only direct reimbursement in lieu of yardage, we have taken it up with the Commission for ruling in view of desiring to obtain authority for Mr. Klein which he may not feel like exercising without full reference to the Commission, not as a matter of going over his head. We trust you may be able to see the matter on broad grounds. But we wish to confine our serpentine, "World's worst serpentine" argument to these cuts in contra distinction to other cuts encountered on which no interference or essentially uncomfortable changes were made.

Yours very truly,

G. B. Herington, Exec.Secretary
PORTLAND CHAPTER

GBH/K

cc Hon. H. B. Van Duzer
cc Hon. Robt. W. Sawyer
cc Hon. C. E. Gates

cc J. W. Sweeney

August 28, 1928.

J. W. Sweeney,
155 Kingston Avenue,
Portland, Oregon.

Dear Sir:

We refer now to your claim for crushed rock and screenings left on hand at the completion of your contract for the grading of Unit No. 3 of the Burnt Hill-Chetco River Section.

We question very much the liability of the State for this material, as the production of this material and the failure to use it was a matter that was largely, if not entirely within your control. However, to give you the benefit of all doubt, we will reimburse you for that proportion of the crushing operating expense which is reasonably chargeable to these materials. The cost of installing and dismantling the crusher will not enter into this allowance as the State's share of that cost is being taken care of under another item.

According to the statement which you submitted some time ago, the cost of installing, operating and dismantling the crusher was $2,048.81. Of this amount, $1,183.64 was installation and dismantling cost. The operating cost must, therefore, have been the difference, or $865.17.

The quantity of crushed rock and screenings produced during the period that the plant was operated was, as nearly as can now be determined, 418 cubic yards, of which quantity 362 cubic yards were used in the concrete work and 56 cubic yards were left unused, the 56 cubic yards having been determined by actual cross-section measurement of the piles in which the materials were left.

Dividing the operating cost of $865.17 by 418, gives a unit operating cost of $2.07 per cubic yard. Multiplying this unit cost of $2.07 by 56, gives $115.92 as the proportion of the operating expense which is chargeable to the 56 cubic yards of material that was left on hand.

J. W. Sweeny #2

Reimbursement for this proportion of the operating expense will be made by allowing payment in the final estimate for 56 cubic yards of crushed rock and screenings at $2.07 per cubic yard.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. H. Probert
Office Engineer

EHP:AP

Encl.

FORM 38 86488 2M 6-27

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
C. E. GATES, MEDFORD

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

Coquille Ore Aug 25/1928

Mr Roy A.Klein,
Chief EngrState Hwy Comm
Salem,Ore.

Dear Sir-

I enclose cross sections platted and original notes on a stock pile of crushed rock on Pistol Mountain about 8-10 miles north of Brookings, between Colgroves and Brookings.

This rock was crushed by Mr Sweeney to be used in the construction of concrete culverts on this section of road.

Mr Cecil Gall and I measured this on Aug 24/1928.

There was some of this material taken from this pile by some of the farmers,but this portion was very well defined and our measurement should not be over 5% either way from being correct.Of course the original ground could not be obtained,but as the pile did not occupy much ground we estimated the lay of the ground fairly fairly close.

As there might be some question as to whether we found the right place I will describe the quarry.We went to a small farm owned by a Mr Hogan,where there was a construction camp during the grading of this road.We followed a road up the hill from this about ½-¾ miles,coming into a cleared and partially fenced field of about 4 acres. Just east of this field lay a dumping bin and below this dumping bin was a loading bin connected by a chute.That is,the material was probably crushed on a higher level than it was hauled from.East of this bin was the quarry, which seemed to be just opened,and not very much rock taken out.

This quarry was off the new grade between ½ and ¾ miles and was also off the old road a short distance,possibly ¼ miles.

We make the total yardage 55.3 cy,including that taken by the farmers.

Respy,

Paul Van Scoy

Paul Van Scoy
Res.Engr.

cc to Mr W.E.Chandler
Div.Engr.

PARTY Von Scoy
Gallt

Form 58-A—29018.

Rock on hand at Sweeney Quarry site on Burnt Hill + Breakings Sea Roosevelt Coast Hwy.

This rock pattern cut originally for manufacture of concrete pipe but was rejected by engineer.

			℄		orig. grd. line	
0+00	Note! Portion taken out by farmer. Completes slope by running 1½:1 slope from edge of gravel and	+0.4	℄	-2.1	-1.6	
		10.0	℄	6.0	16.0	
0+09		+1.0	+0.9	1.41	+4.6	+4.6
		5.0	5.0	3.0	℄	4.0
		ground				
	Note! Ditto - complete as above ℄					
0+15		+1.4	+1.8	+3.0	+5.0	+4.7
		15.0	6.0	3.0	℄	5.0
		ground				
+23		+1.6	+4.0	+4.3	+3.5	0
		grd. 12.0	6.0	5	3.0	13.0 grd.
+30		+1.1		+0.7	orig. grd. line -6.9	ends on gravel.
		12.0		0	7.0	

Readings taken from ± to ground slope at ℄ 0+00

Note!

Portion of gravel pile on left has been removed by farmer and is on private road.

-3.6
-0
-2.7
-2.7
-2.7

Not in till submitted

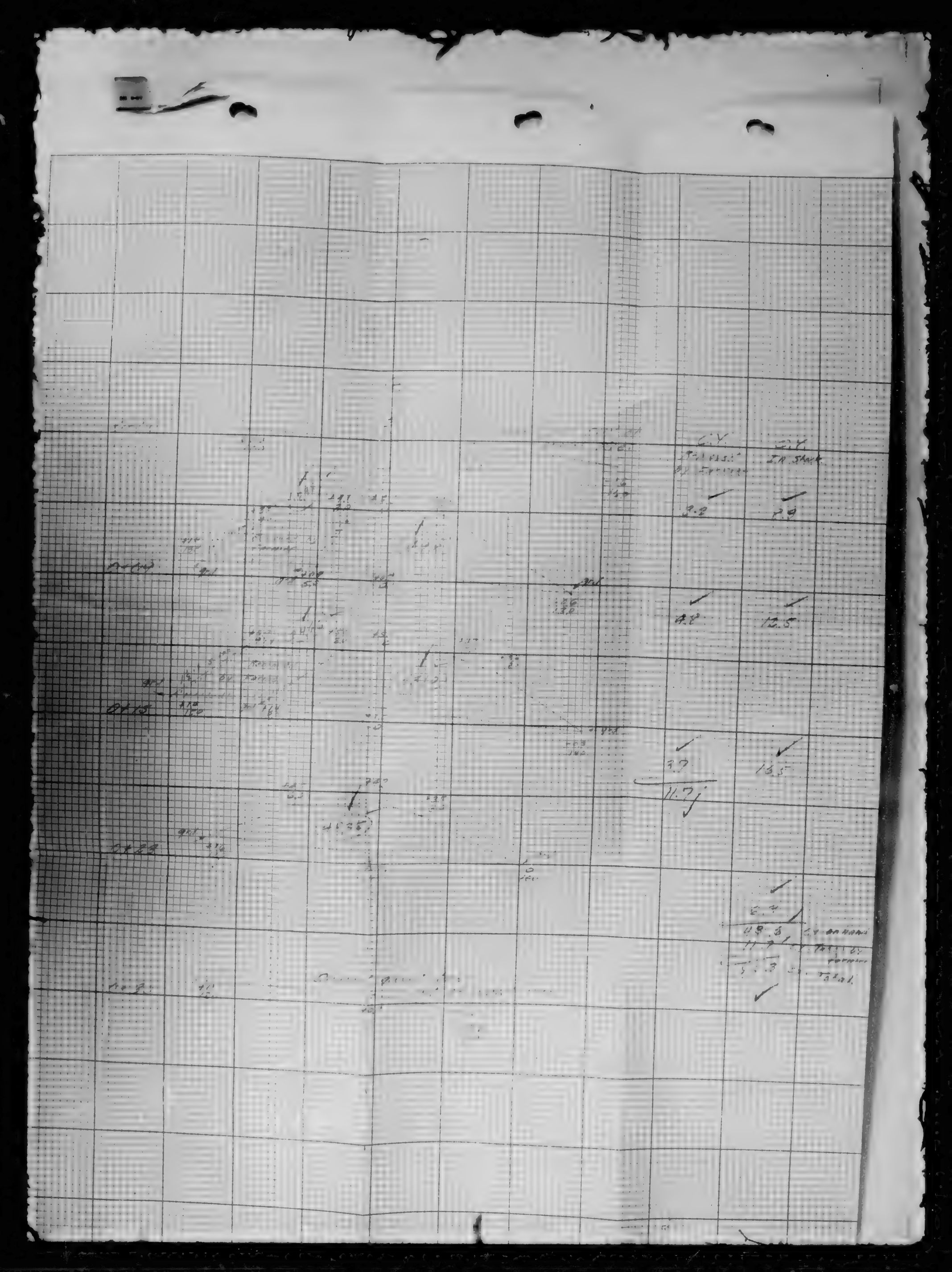
Merged & Gilman + Stovel.

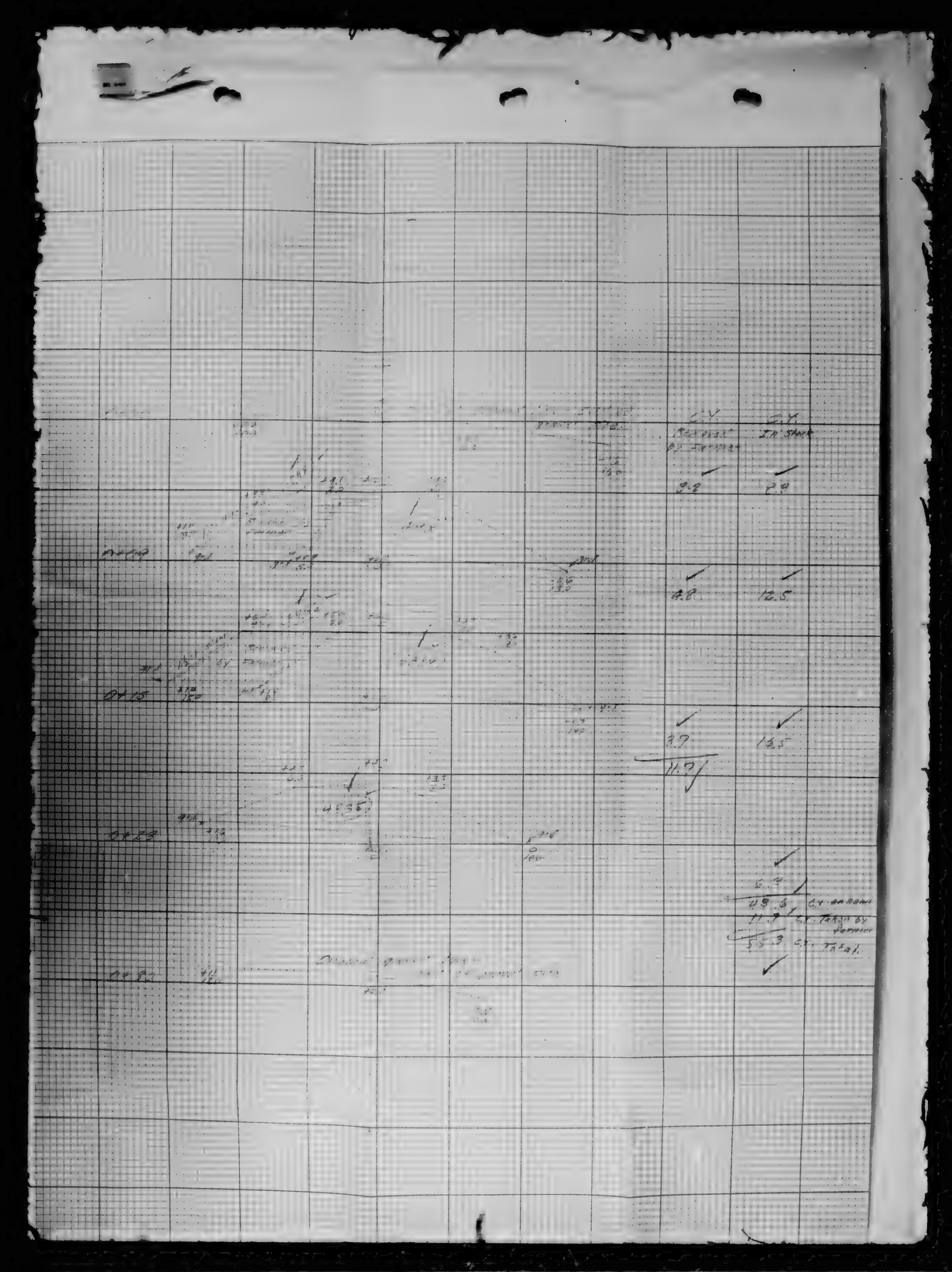
Stovel

Oct 5 Meals	1.00
" 13	.50
15	.50
16	.50
31	6.50
17 Comm.	.50
	9.50

S + G. Employees

Sept 24	1.00
25	2.50
Also 17	5.00
	8.50





W. Gilm

A. Hood

Steus 7

Sept 30

Oct 11

12

30

7 B

Dec 14 C

" 17 M

17 Co

18 B

18 M

Jan 27 M

Mar 18 M

Apr. 18 M

Dec 16 M

...t in
...ll submitted

...lmon + Hood

...Meals 1.00
.50
.50
.50
6.50
...w. .50
9.50

...ployees
1.00
2.50
5.00
8.50

W. Gilmore Sept payment $36.00
" Oct " 168.
" Nov. 36.
$240

Not in bill submitted

A. Hood Nov. 27
Dec 45
$72

Items of Commissary & Board, etc charged to Gilmore & Hood.

Sept 30 Meals & Bed Hospital etc $7.50
Oct 11 .66
12 1.00
30 Commissary Gilmore 1.00
7 Board 8.00
Dec 14 Commissary 37.53
" 17 Meals in Nov. 1.20
17 Com 11.00
18 Board. .30
19 Meals 17.75
24 1.50
Sept 27 Meals & gas 1.50
Nov 18 Meals 2.75
Apr. 18 Meals 1.50
Dec 16 Meals 1.00
2.50

95.69
9.50
8.53
113.74

Hood
Oct 5 Meals 1.00
" 13 .50
15 .50
16 .50
31 6.50
17 Com. .50
9.50

H & G. Employees
Sept 24 1.00
25 2.50
Dec 17 5.05
8.55

not allowed

Sentinel Dismantling Obtain personal
Should be
deducted from
Payroll.

Sept 24	Labor		33.75	
	2 meals			1.00
25	5 "			2.50
	Powder, caps & fuse		4.00	
27	1070 ft Lumber	@ 29.00	31.03	
30	Meals, H. & G.			7.50
	Sept. Payroll		120.99	
	Ins. on Payroll		2.37	
	Hospital			.66
Oct	15 stick powder		1.50	
	3 Team-drivers		3.37	
	4 Fuse 60 Caps 50		2.10	
	1 box 40%		11.00	
5	2 meals Stored			1.00
7	1 box 40% powder		11.00	
8	1 pc lumber 2x5-12		.35	
9	1 box 20% powder		8.00	
	100 ft fuse		1.25	
	Shiplap		1.00	
11	1 box powder			11.00
	1 Kammerlander			.60
	Meals H & G.			1.00
12	" "			1.00
	30 ft shiplap		1.00	

Installing Equipment in Operation Powerhouse

Oct 13	1 meal			✓ .50 ✓
14	1½ [illegible]		✓ 5.50	
15	2 rolls fuse		✓ 2.50	
	1 box Calso		✓ 1.50	
	1 meal			✓ .50 ✓
16	2 boxes H.C.Co.		✓ 18.00	
	1 meal			✓ .50 ✓
3/4	4 bolts	✓ 0.45 ✓		
	100 "nails	✓ 4.23 ✓		
	10 [illegible]	✓ 4.45 ✓		
	5 rolls roofing	✓ 8.80 ✓		
27	2 rolls fuse		✓ 2.50	
23	2 box Disp.		✓ 18.00	
26	Fuse & caps		✓ 2.75 ✓	
✓30	2 oil funnels	✓ 2.10 ✓		
	1 Hammer Handle	✓ 65 ✓		
	Silvers Commissary			✓ 8.00 ✓
Oct 10	Hauling	✓ 1.12 ✓		
✓31	Shop work	✓ 22.00 ✓		
	Board Hoard			✓ 6.50 ✓
	Cal + Or. lumber	✓ 7.87 ✓		
	" " "	✓ 1.25 ✓		
	" " Coal	✓ 2.00 ✓		
29	Ed Chaney	✓ 40.00 ✓		
31	Gas in Oct.		✓ 80.57	
	Cal + Or. Lmbr.	✓ 79.75 ✓		
	Oct payroll	✓ 213.75 ✓	✓ 528.38	
	Ins.	✓ 4.19 ✓	✓ 10.36	

				Personal
Nov. 6	1 sk. coal		✓ 2.25	
	2 bx 40% 19-151		✓ 3.50	
7	1 bx cartridges, Board & Lodging		✓ 2.75	✓ 37.53
16	3 gal gas		✓ 1.35	
31	Nov. Payroll	19.19	28.44	
	Ins.	.35	✓ 4.90	
4	1 sledge handle		✓ .70	
13	1 rail fuse		✓ 1.25	
14	Comm. Hdlg.			✓ 1.20
17	Meals + bed employees.			✓ 5.05
Nov. 23	Tents + camp out fit 40.00			
Dec 17	Meals in Nov.			✓ 7.00
	" "			✓ 4.20
	Comm. & Hdlg			✓ .50
	" Return			✓ .30
	15 gal gas in Oct		✓ 9.53	
Nov. 10	1 gal oil		.30	
	grease		.45	
	Belt lacing	1.35		
Nov. 1	1 sack coal 30.25 - 1.70		.55	
Dec 17	Shop work	2.25		
	23 lbs iron	1.60		
	Rental & Comm rail 20.00			
18	Board, bed, tools			17.75
	December payroll	169.81		
	Ins.	2.82		
	2 meals			1.00
	Pay on tract	80.85		
19	Hauling crusher	15.00		

Install Dismant Apt Elim Personal

Dec 22 Meals Sol 1.00✓
31 Dec Jan [illegible] 132.75 1
Dec. 2.56

1926
Jan 1 Gen Elec 37.33
Feb 27 Meals Sol 2.75✓
Mar. 18 " 1.50✓
Apr. 18 " 40.46✓ 1.00✓
June 30 Lumber by Pond
Dec 16 5 meals Sol 2.50✓

723.53 426.18 1025.36 76.21
426.18 37.53
1025.36 113.74
113.74 225.18
2288.81 37.53
2289.11

Minus Elec
Time
Sept, Oct, Nov. 240.00✓
#2048.81 Check original Claim.

2048.81
240
2288.81
7.30

Actual expense was according to these figures as personal items 113.74 should be included & paid out of payroll.

Installation 723.53
Dismantling 426.18
Apts Elim 1025.36
2175.07

Concrete 72353
Labor 426.18
1149.71

According to Agreement the Contractor to pay
for 3618 yds of Concrete
1220 yds of Concrete

1149.71
361.8
919768
114971
689826
344913
1220 | 415965.078 | $340.95
3660
4996
4880
11650
10980
670

Cost 1149.71
Contr. Share 340.95
808.76 ✓

362 yds of concrete
.9 yds of rock per cu yd.
325.8
100 lbs in ground
426.0#

Note operating cost was $1025.36
Grant that 426 was
Crushed 1025.36 ÷ 426 = 2.41 per yd.
100 yds crushed but not used = $241.00
241.00
$1,049.76

Copy to N.E.C.

FORM S-A-1 C-5443 4000 4-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE No.

Lowell, Ore. Aug. 20,1928

Mr. Roy A.Klein,
State Highway Engineer,
Salem , Ore.

Attention Mr. S.H.Probert

Dear Sir :- Your letter in regard to Mr. Sweeney's claim for compensation for crushed Rock left at crusher site at hand and will state that I think your suggestion that allowance be made for materials left on hand is just and that the price allowed should be based on the unit cost of crushing which should be arrived at by dividing the cost of operating (without allowance for installing ,etc.) by the number of yards used in structures say 362 cu.yds plus whatever amount was left on the ground . If 171 cu.yds is correct this would figure at about 1.70 per cu. yard unless more items have been included in payroll since we checked it.

No allowance should further be made for installation as that was taken care of when we agreed to pay a proportionate part of the installation,so that no matter how much material was left on the ground the state is taking care of the cost of installation for it.

If the state should pay at rate of $ 3.50 per cu yard or rather the unit cost of 533 cu. yds for installation and operation w ich would really be about$3.85 then no allowance whatever should have been made forinstallation.

Another way of arriving at the same result we obtian in the first paragraph above would be to assume that the state s ould am installation cost on the difference between the amount of bid 1220 cu yds,and the amount actually crushed(362 plus 171 assumed) or say 553 cu yds, which would result in paying on 687 yds not crushed . Then amount state would pay for installation would be 687/1220 of installation cost ,and also pay for the 171 cu yds at a unit price arrived at by dividing total cost of operating and installation less amount state would pay under foregoing by 533 the actual number of yards crushed.

This woyld only be another way of arriving at the same result as you have suggested and either way would be absolutely fair unless some items of cost of operation have not been charged for which is not improbable.

Respectfully,

S. H. Sweeney

Copy to H E C

August 16, 1928.

Mr. H. W. Libby,
Resident Highway Engineer,
Lowell, Oregon.

Dear Sir:

Mr. J. W. Sweeney has consented to the elimination from his claim for the cost of installing the rock crusher on Unit 3 of the Burnt Hill-Chetco River Section, of those items which we selected as being items of operating expense, but he has now submitted a claim for 171 cubic yards of crushed rock and screenings left on hand at the crusher site, claiming payment for these materials at a price of $3.50 per cubic yard. Mr. Chandler is making arrangements to check up on the quantities of these materials left on hand, and while this is being done, we would like to have your recommendation as to whether or not any allowance should be made to Mr. Sweeney for these materials, and if so, the manner in which the unit price to be allowed should be arrived at.

It rather appeals to us that allowance should be made for whatever materials were left on hand, and that the unit price to be paid should be arrived at by dividing the crusher operating expense which, according to Mr. Sweeney's original claim, was about $675. by the total number of cubic yards of rock produced during the period of operation, which quantity would include, of course, the yardage of crushed rock and screenings that was used in the concrete work and the yardage of these materials left on hand. The unit price figured on this basis would probably be somewhere in the neighborhood of $1.75 per cubic yard.

We will appreciate any suggestions or comments that you may wish to make.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

OREGON STATE HIGHWAY COMMISSION
SALEM, OREGON

PAYROL

Job Haul Gravel & Screen - to Road

(Give only the principal job if there are more than one)

No.	NAME / Occupation	Job Prefix	Account No.	Order No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	Dan Warnock																											
	+ Team						3																					
	Dan Warnock																											
	+ Team addl													1														

Time and rate of pay correct: (Signatures to appear on each and every sheet)

Timekeeper, Clerk or Patrolman.

H W Libby
Engineer or Other Person in Charge.

Instructions—Submit two copies for the Salem
are allowed in addition to rates shown, so state
Unless the rate is given as "with expenses," it w
the rate is flat, and bills for board and lodging w

PAYROLL

to Roy L Emerson ..... Month of Oct 7 ....., 192.5

more than one)

To be left blank.
Voucher No.....
Sheet No.....

To be filled in.
Sheet No.....
Total No. of Sheets .....

19	20	21	22	23	24	25	26	27	28	29	30	31	Total Days Hours	Rate	Amount	Gross Amount Earned	Deductions: Board	Deductions: Supplies	Deductions: Insurance	Deductions: Total	Net Amount Due	Time Check No.
													3 hrs	1.12½	337							
													1		1.12							

...o copies for the Salem Office. If expenses ... rates shown, so state in "Rate" column. ... "with expenses," it will be assumed that ... or board and lodging will not be honored.

Totals	
To be left blank	

Net total					Totals					

(Fold on this line)

OREGON
STATE HIGHWAY COMMISSION
SALEM, OREGON

PAYROLL

Month of ....., 192.....

Job .....
(Give only the principal job if there are more than one)

Job Prefix..... **No. of Sheets**.....

The amounts shown in this payroll are certified by me to be correct and proper charges against the State.

.....
Resident Engineer or Other Person in Charge

.....
Division Engineer

(Fold on this line)

The space in this square to be filled in in case the employes listed are State employes and are to be paid by individual checks.

Checks to be delivered or sent to:

.....
Name

.....
Address

The space in this square to be filled in in case the payroll covers "Extra Work" or work on a cost plus basis.

Contractor .....

Contract No...... **Force Order No.**.....

I certify that every item on this payroll is a correct and a just charge against the State under the terms of contract.

.....
Contractor's Representative.

The space in this square to be filled in in case the employes listed have been paid by a county and this payroll is submitted as a claim for reimbursement.

Payment to be made in favor of:

..... **County**

(Fold on this line)

PAYROLL SUMMARIES

SUMMARY BY ACCOUNT NUMBERS

This summary required on last sheet of all payrolls except those covering extra work on unit price contracts.

Job Prefix	Account No.	Order No.	Gross Amounts Earned	This Column for Use of Main Office
Gross total				
Board deduction				
Supplies deduction				
Insurance deduction				
Net total				

SUMMARY BY SHEETS

This summary required on last sheet of every payroll.

Sheet No.	Gross Amounts Earned	Deductions				Net Amounts
		Board	Supplies	Insurance	Total	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
Totals						
(Below this line for use of main office)						

FORCE ORDER SUMMARY

This summary required only when payroll covers extra work on unit price contracts. Industrial insurance is based on gross amounts earned.

Force Order No.	Gross Amounts Earned	Industrial Insurance Payable to Contractor		Contractor's Percentage	Total Amounts Payable to Contractor
		%	Amounts		
Totals					

(Fold on this line)

OREGON STATE HIGHWAY [illegible] MISSION
SALEM, OREGON

PAYROL

Job Clearing Crusher Site

(Give only the principal job if there are more than one)

Form 41 B 4000—1935—8-37

No.	NAME / Occupation	Job Prefix	Account No.	Order No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
1	Dan McPhee																								8	8	8	4	
	Dan Wannack																								8	8	8	8	

Time and rate of pay correct: (Signatures to appear on each and every sheet)

Timekeeper, Clerk or Patrolman.

[signature] Engineer or Other Person in Charge.

Instructions—Submit two copies for the Salem O
are allowed in addition to rates shown, so state
Unless the rate is given as "with expenses," it wi
the rate is flat, and bills for board and lodging w

AYROLL

..... Month of ..... September, 1925

(Name one)

To be left blank.
Voucher No. .....
Sheet No. .....

To be filled in.
Sheet No. .....
Total No. of Sheets .....

21	22	23	24	25	26	27	28	29	30	31	Total Days Hours	Rate	Amounts	Gross Amount Earned	Deductions: Board	Deductions: Supplies	Deductions: Insurance	Deductions: Total	Net Amount Due	Time Check No.
											3 7/8	45¢	1575	✓						
8	8	8	4																	
8	8	8	8								4	45¢	1800	✓						

copies for the Salem Office. If expenses ates shown, so state in "Rate" column. "with expenses," it will be assumed that board and lodging will not be honored.

Totals	3375
To be left blank	

OREGON STATE HIGHWAY COMMISSION
SALEM, OREGON

Hood - Gilmore

PAYROL

Job ..... Installing Culverts .....
(Give only the principal job if there are more than one)

Form 11—B 4828—10M—6-27

No.	NAME / Occupation	Job Prefix	Account No.	Order No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	U Gilmore foreman																											
	R Robinson Laborer																											
	Earl Eck "																											
	L D Clark Carpenter																											
	Fred Finch "																											
	Olaf Sorsten Labor																											
	Dan Hammond Team																											
																					Lee Gill							

AYROLL

...lers) ..... Month of Sept ....., 1925

(Name only)

To be left blank. Voucher No. ..... Sheet No.	To be filled in. Sheet No. ..... Total No. of Sheets .....

20	21	22	23	24	25	26	27	28	29	30	31	Total Days Hours	Rate	Amounts	Gross Amount Earned	Deductions: Board	Supplies	Insurance	Total	Net Amount Due	Time Check No.
					8	8	8	8	8	8		6	6⁰⁰	36 00							
					2	4						3/4	4⁴⁵	337							
					2	4	8	8	4	8		4 3/4	4⁰⁰	1912							
						8	8	8	4	8		4 1/2	6⁰⁰	27 00							
						8		8		8		3	6⁰⁰	18 00							
							4	8	4	8		3	4⁵⁰	13 50							
							4					1/2	8⁰⁰	4 00							
														120 99							
Gillmore														36							
														84 99							
+	2	45	Ind	Ins										2 37							

...o copies for the Salem Office. If expenses ... rates shown, so state in "Rate" column. ..."with expenses," it will be assumed that ...or board and lodging will not be honored.

Totals
To be left blank

OREGON STATE HIGHWAY COMMISSION Heard & Gilmore

SALEM, OREGON

PAYROLL

Job Installing Emulsion

(Give only the principal job if there are more than one)

No.	NAME / Occupation	Job Prefix	Account No.	Order No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
	U. Gillmore foreman				8	8	8	8	8	8	8	8	8																
	Fred Finch. carpenter				8																								
	L D Clark "				8	8	8		8	8																			
	Olaf Sorsten laborer				8	8	8	8	4	8	8	8	8																
	Earl Eck "				8	8	8	8	4	8	8	8	8																
	Loyd Lyons "								4	8	8	8	8																
	Ivan Lindquist "										8	8	8																
	Gus Swanson "										8	8	8																
	John Michaelson "																												

Lee Gillmore

State Ins @ 2 4

Time and rate of pay correct: (Signatures to appear on each and every sheet)

Timekeeper, Clerk or Patrolman.

Engineer or Other Person in Charge.

Instructions—Submit two copies for the Salem O
are allowed in addition to rates shown, so state in
Unless the rate is given as "with expenses," it will
the rate is flat, and bills for board and lodging will

YROLL

..... Month of Oct ....., 192 8

(In one)

To be left blank.
Voucher No.....
Sheet No.....

To be filled in.
Sheet No.....
Total No. of Sheets .....

21	22	23	24	25	26	27	28	29	30	31	Total Days Hours	Rate	Amounts	Gross Amount Earned	Deductions: Board	Supplies	Insurance	Total	Net Amount Due	Time Check No.
											8	6.00	72.00							
											1	6.00	6.00							
											5	6.00	30.00							
											8½	4.50	38.25							
											8½	4.50	38.25							
											4½	4.50	20.25							
											3	4.50	13.50							
											3	4.50	13.50							
													231.75							
Fillmore time													7.2							
													159.75							
@ 2 4.50 less 20%													56.7							

...ies for the Salem Office. If expenses ... shown, in state in "Rate" column. ...th expenses," it will be assumed that ...ard and lodging will not be honored.

Totals									
To be left blank									

OREGON STATE HIGHWAY COMMISSION Hood & Gilfillan PAYROLL

SALEM, OREGON

Job Draftsmanship Carpenter

(Give only the principal job if there are more than one)

Form 51—B 1921—1M—4-21

No.	NAME Occupation	Job Prefix	Account No.	Order No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
	Geo Fitzhugh																											8	
	W. Imrilliger																											4	
	Earl Vigent																												
	Philip Dugan																												
	Earl Eck			50¢ more per day in Oct 1925 (Oct 1-9)																									
	Olaf Sorsten			50¢	"			"		"		"		-		"											"		

State Inc

Time and rate of pay correct: (Signatures to appear on each and every sheet)

Timekeeper, Clerk or Patrolman.

Engineer or Other Person in Charge.

Instructions—Submit two copies for the Salem
are allowed in addition to rates shown, so state
Unless the rate is given as "with expenses," it w
the rate is flat, and bills for board and lodging

PAYROLL

...ber ..... Month of ..... November 1925

(more than one)

To be left blank. Voucher No. ..... Sheet No.	To be filled in. Sheet No. ..... Total No. of Sheets .....

19	20	21	22	23	24	25	26	27	28	29	30	31	Total Days Hours	Rate	Amounts	Gross Amount Earned	Deductions: Board	Deductions: Supplies	Deductions: Insurance	Deductions: Total	Net Amount Due	Time Check No.
					3								3/8	45¢	169							
					4								1/2	40¢	250							
									4		8		1 1/2	50¢	750							
									4		8		1 1/2	50¢	750							
25 (Oct 1-9)													8 1/2	50¢	425							
"					"								8 1/2	50¢	425							
															2769							
ate Due 245 less 20%															56							

t two copies for the Salem Office. If expenses
to rates shown, state in "Rate" column.
n as "with expenses," it will be assumed that
ls for board and lodging will not be honored.

Totals
To be left blank

OREGON STATE HIGHWAY COMMISSION
SALEM, OREGON

Herod & Gilmore Dirt & Lng

PAYROL

Job ... Installing 3 culverts ...
(Give only the principal job if there are more than one)

Form 11—D-4823—10M—3-27

No.	NAME Occupation	Job Prefix	Account No.	Order No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	Earl Vogt Laborer						8	8	8		8	8	8	8		8	8	8	8	8	4							
	Wm Thomas Teamster											8	8	8														
	" " Team											8	8	8				4	8	8								
	Wm Langlois Labor												8	8		8	8	8	8	8	4	1						
	D J Rogers "																8	8	8	8	4							
	Geo Hunt "																	8	8	8								
	Bill Thomas Teamster																				4	-	4	8	4			
	Bill Thomas Team																							4				
	A Hood Nov																							8	-	8	8	
	Dec						8	8	8	4	8	8	8			8	8	8										
	Ed Gilmore Nov																											
	Dec						8	8	8	4		8	8			8	8	8										

PAYROLL

...d ..... Month of Dec ....., 1925
(re than one)

To be left blank. Voucher No. ..... Sheet No.	To be filled in. Sheet No. ..... Total No. of Sheets .....

20	21	22	23	24	25	26	27	28	29	30	31	Total Days Hours	Rate	Amounts	Gross Amount Earned	Deductions: Board	Supplies	Insurance	Total	Net Amount Due	Time Check No.
												12½	50¢	6250							
												3	45¢	1350							
												5½	45¢	2475							
												7⅝	45¢	3431							
												4½	45¢	2025							
												3	45¢	1350							
														16881							
mo			2½	lbs	20%									282							
8												2½	45¢	1125							
	4											½	45¢	225							
8	–	8	8	8			8	8				6	46¢	2760							
												10	45¢	4500							
							8	8				2	45¢	900							
												8½	45¢	3825							
														13275							
Inc		2½	lbs	20%										254							

...n copies for the Salem Office. If expenses ... rates shown, to state in "Rate" column. "with expense," it will be assumed that ...r board and lodging will not be honored.

Totals	
To be left blank	

(Fold on this line)

Crusher bills + payrolls

OREGON

STATE HIGHWAY COMMISSION

SALEM, OREGON

RECEIVED
AUG 11 1928
STATE HIGHWAY COMMISSION
Salem, Oregon

PAYROLL

Month of ....., 192.....

Job .....
(Give only the principal job if there are more than one)

Job Prefix..... No. of Sheets.....

The amounts shown in this payroll are certified by me to be correct and proper charges against the State.

.....
Resident Engineer or Other Person in Charge

.....
Division Engineer

The space in this square to be filled in in case the employes listed are State employes and are to be paid by individual checks.

Checks to be delivered or sent to:

.....
Name

.....
Address

The space in this square to be filled in in case the payroll covers "Extra Work" or work on a cost plus basis.

Contractor .....

Contract No..... Force Order No.....

I certify that every item on this payroll is a correct and a just charge against the State under the terms of contract.

.....
Contractor's Representative.

The space in this square to be filled in in case the employes listed have been paid by a county and this payroll is submitted as a claim for reimbursement.

Payment to be made in favor of:

..... County

(Fold on this line)

(Fold on this line)

PAYROLL SUMMARIES

SUMMARY BY ACCOUNT NUMBERS

This summary required on last sheet of all payrolls except those covering extra work on unit price contracts.

Job Prefix	Account No.	Order No.	Gross Amounts Earned	This Column for Use of Main Office

August 4, 1928.

W. W. Mooney Construction Co.,
168 Kingston Ave.,
Portland, Oregon.

Gentlemen:

The enclosed statement of the cost of installing, operating and dismantling the crushing plant that was installed in connection with your contract for the grading of Unit No. 8of the Burnt Hill Chetco River section, is being returned for the reason that it includes the operating cost as well as the cost of installing and dismantling. As the State is to pay only its pro-rata share of the cost of installing and dismantling the plant, it will be necessary for you to submit a revised statement from which all items of operating expense are eliminated.

We have indicated on the enclosed statement the items that are clearly items of operating expense. Some of the other items are undoubtedly chargeable in part or in whole to the operation if the plant, but where there is any question, we have allowed the items to stand as installation expense.

We have classed all gasoline and oil as operating expense. All expense for labor, powder, fuse and repairs incurred during the period October 10, to November 14, inclusive, has been classed as operating expense for the reason that the installation of the plant was completed on October 9, and the plant was in operation from October 10 to November 14. Expense incurred after November 14 is considered to be the expense of dismantling and is accepted as expense to be shared by the State.

The amount of the statement after the operating items are eliminated, is $1,173.23, and in that amount we are willing to participate as agreed. The revised final pay voucher will be drawn as soon as a statement of the installation and dismantling expense, revised as indicated, is received.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

CC G. H. Errington,
Gen. A. G. C.,
Portland Oregon.

SHP:AP

Copy with Correction

J. W. SWEENEY CONSTRUCTION CO.

Contractors

Portland, July 23, 1928

4th item

Cost to J. W. Sweeney Construction Co., c/o Pagan & Gassman
Installing and operating rock crusher.

1925

Sept.	24.	Labor, clearing quarry, payroll attached	$ 33.75 ✓
		2 meals furnished Hood & Gilmore men	1.00 ✓
	25	5 " " " " "	2.50 ✓
		Powder, caps & fuse	.40 ✓
	27	1070 ft. Lumber @ $ 29.00	31.03 ✓
	30	Meals & bed, Hood & Gilmore	7.50 ✓
		September payroll	84.70 ✓
		Insurance on Sept. payroll	2.37 ✓
		Hospital & medical aid c/o Gilmore	.65 ✓
Oct.	2,	15 sticks 40% powder	1.80 ✓
	3	Team & driver, 3 hrs haul, car & screen	3.37 ✓
	4	Fuse, 60¢, caps $1.50	2.10 ✓
		1 box 40% Dupont	11.00 ✓
	5	2 meals furnished Hood	1.00 ✓
	7	1 box 40% powder	11.00 ✓
	8	1 pc. lumber 2 x 8 - 12	.35 ✓
	9	1 box 20% powder	8.00 ✓
		100 ft. fuse	1.25 ✓
		shiplap	1.00 ✓
	11	1 box 40% powder	~~11.00~~ } Oper. Exp.
		1 hammer handle	~~.60~~ }
		Meals furnished Hood & Gilmore	1.00 ✓
	12	Meals furnished Hood & Gilmore	1.00 ✓
		30 ft. shiplap	1.00 ✓
	13	1 meal furnished Hood	.50 ✓
	14	1/2 box 40% powder	~~5.50~~ } Oper. Exp.
	15	2 rolls fuse $2.50, 1 box caps $1.50	~~4.00~~ }
		1 meal furnished Hood	.50 ✓
	16	2 boxes 40% powder	~~22.00~~ Oper. Exp.
		1 meal furnished Hood	.50 ✓
	31	4 bolts 45¢, 100# 40d nails, 4.23, 100# 10d nails 4.45	9.13 ✓
		5 rolls roofing	8.80 ✓
	22	2 rolls fuse	~~2.50~~ } Oper. Exp.
	23	2 boxes 40% Dupont	~~22.00~~ }
	24	Fuse $1.25, Caps $1.50	~~2.75~~ }
	30	2 oil faucets $2.10, 1 hammer handle 65¢	2.75 ✓
		Commissary sold Gilmore	8.00 ✓
Oct.	10	Dan Warnock claimed additional ton hauling screen & car	1.12 ✓
	31	Shop work, time & material on car etc.	22.00 ✓
		Board furnished Hood	6.50 ✓
		0	

Oct. 31	Cal. & Or Lbr. Co's bill #1 - 9464 (from file)		$ 7.87
	" " " " 12-31		1.25
	" " " " coal		2.60
29	Paid Ed Chamsey, hauling equipment		40.00
31	Gas, for October use		20.87* Oper. Exp.
	Cal. & Or. Lbr. Co's bill Oct. (159.75 Inst. Exp.)		79.75
	October payroll (414.38 Oper. Exp.)		574.13
Nov. 6	1 sack coal		2.25*
	2 boxes 40% Powder $19.00 - $14.50 returned		5.50* Oper. Exp.
7	1 box caps $1.50 fuse $1.25		2.75*
	State insurance on October payroll ($5.67 Inst. Exp)		
	8.88 Oper. Exp)		14.55
	Board, hospital & medical aid furnished Gilmore		37.55
16	3 gals Gas		.75* Oper. Exp.
21	November payroll (PR 4) {$17.50 Inst. Exp. 250.13 Oper. Exp.}		267.63
Dec. 4	1 sledge handle		.70* Oper. Exp.
13	1 roll fuse		1.25*
14	Commissary furnished Hood & Gilmore		1.20
17	Meals & bed furnished Hood & Gilmore employes		5.05
	Insurance on payroll (.34 inst. exp. $4.91 Oper Exp)		5.25
Nov. 25	Tents & camp outfit brought from Portland for H & G a/c		40.00
Dec. 17	Meals furnished H & G in Nov.		7.00
	" " " "		4.00
	Commissary sold Hood in Nov.		.50
	" " Gilmore in Nov.		.30
	15 gals. gasoline H & G in Oct.		3.75* Oper. Exp.
Nov. 10	1 gal heavy black oil 30¢ cup grease 45¢		.75*
	Belt lacing $1.35		1.35
1	1 sack coal, $2.25 - $1.70 returned		.55* Oper. Exp.
Dec. 12	Shop work, time and material		2.25
16	25 lbs iron		1.60
	Rental of car and rail		20.00
18	Board, bed & hospital furnished Gilmore, Nov.		17.75
	December payroll (PR 5)		168.81
	Insurance on December payroll		2.82
	2 meals furnished Gilmore		1.00
	Order from Crescent City Garage, payment on Tractor a/c H & G.		80.85
19	Ed Chaney, hauling crusher		15.00
22	Meals & cookhouse, supplies furnished Gilmore		1.00
31	December payroll (PR 5) $132.75 & $168.81		132.75
	Insurance on payroll		2.56
1926			
Jan. 1	Gas & Distillate		32.53* Oper. Exp.
Feb. 27	Meals & Gas		2.75
Mar. 18	Meals furnished Gilmore		1.50
April 18	Meals furnished Gilmore		1.00
June 30	Lumber a/c claim made by Russell		40.46
Dec. 16	5 meals furnished Gilmore		2.50
			$1,048.61

Total expense installing and dismantling plant $1,173.23

* Operating Expense

#833
FAP-3
PR119 #3

August 1,1933

Hon. Sam A. Koser,
Secretary of State,
Building.

Dear Sir:

Attention: H. J. Haas.

This will acknowledge receipt of yours of the 30th inst. enclosing three certified copies of notice of claim of Fagan & Sansom in the sum of $8,206.15 against J. E. Sweeney Construction Company, being for labor and material furnished in connection with their contract for the grading of Unit 3 Burnt Hill-Chehoe River Section of the Roosevelt Coast Highway.

Please be advised that we are today forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. E. Glaisyer
Chief Clerk

HEG:JS

J. W. SWEENEY, Mgr. DAN SHEARER, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

BROOKINGS, OREGON

Portland, July 24, 1928

Roy E. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

In your report to the Highway Commission under date of May 26, 1928, you claim delays to the surfacing contractors. This is misleading. We did not hold up the surfacing contractors at any time. Our outfit was moved from camp on August 28, 1927, although you claim we did not finish the work until September 3, 1927. We had no men on the work at all after August 28.

Inclosed find pay-roll for delay caused us by your Engineers holding us up waiting for stakes. They promised them to us and our men and teams were on the ground at Sta. 157-164, each morning on the 16th, 17th, 18 and 19th of August, 1927. This was just a loss of time to us and we had to pay the men for their time on account of your delays..

We held our outfit at camp for about 10 days, after our contract was completed, just waiting on your Engineers to give us some ditching stakes. Had they given us these stakes when the grading was done it would have saved us both time and money. We have made no extra charge for this unnecessary delay.

Your Engineers offered to accept our work about Nov.1926 by making some deductions. We were never able to find out about this deduction business. We were willing to get off or stay and complete the work, but expected a square deal.

Please look up yardage on Moore ranch road - according to our information we were paid approximately 20 yards short. All take and no give does not pay our labor and material bills.

Yours truly,

J.W.Sweeney Construction Co.

By J.W. Sweeney

1 inclosure

STATE HIGHWAY COMMISSION
SALEM, OREGON

Delay waiting for PAYR
Stakes Job Ft Stanton 157-164

Form 81—B-4120—10M—3-37

P11-15 NAME

No.	Occupation	Job Prefix	Account No.	Order No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
	H Moore																			8	8	8	4			
	Plowshaker																									
	O Larsen																			8	8	8	4			
	Plow Shaker																									
	Ben Thomas																			8	8	8	4			
	fresno Wheeler																									
	A Bunker																			8	8	8	4			
	Dumper																									
																				4						
	8 horses																						8	8	8	4

Men & horses were kept waiting fo
at Station 157-164 - Engineer fo
each day but failed to furnish
we lost the time sitting around

Time and rate of pay correct: (Signatures to appear on each and every sheet)

Timekeeper, Clerk or Patrolman.

Engineer or Other Person in Charge.

Instructions—Submit two copies for the
are allowed in addition to rates shown, so
Unless the rate is given as "with expenses,
the rate is flat, and bills for board and lod

PAYROLL

..... Month of August, 1928

To be left blank.	To be filled in.
Voucher No.	Sheet No.
Sheet No.	Total No. of Sheets

17	18	19	20	21	22	25	24	25	26	27	28	29	30	31	Total Days Hours	Rate	Amounts	Gross Amount Earned	Deductions: Board	Supplies	Insurance	Total	Net Amount Due	Time Check No.
8	8	4													3	4.50	1575							
8	8	4													3	4.50	1575							
8	8	4													3	4.50	1575							
8	8	4													3	4.50	1575							
																		6300						
															plus 2nd Inc		2.45	154.64						
																	plus 15%	96.8					7422	
8	8	4													28	225		6300						
																	plus 15%	945					7245	
																							14667	

ting for stakes
reed for vical stakes
for ride Crew +
annual

tions—Submit two copies for the Salem Office. If expenses d in addition to rates shown, so state in "Rate" column. rate is given as "with expenses," it will be assumed that flat, and bills for board and lodging will not be honored.

Totals	
To be left blank	

FORM S-S-1 S-5012 1000 6-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

July 23rd, 1928.

Mr.S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Referring to your letter of July 20th regarding the $1.00 allowance on 120 cubic yards of sand delivered from Brookings, can advise as follows: At this hearing I stated that I thought that after the rock screenings were condemned that further use of the rock would be less economical than had the screenings been used. This Mr. Harrington said he would agree to and stated that with this understanding he would allow $1.00 per yard as credit on the sand that had been used from Brookings and this was to be taken away from the agreed amount but should be allowed in proportioning the cost claimed by Mr. Sweeney against the yardage of concrete estimated and the yardage used.

This would leave $1320.65. This ratio was the original idea of this claim and that this credit was simply leaving us this much better off.

Yours truly,

WEC/F

WM. E. CHANDLER
Division Engineer

July 20, 1928.

Mr. J. W. Sweeney,
155 Kingston Avenue,
Portland, Oregon.

Dear Sir:

For your convenience and information, we wish to advise that we have your bills and supporting payrolls for the following amounts of reshaping work performed during the summer of 1927:

	$198.88
	255.86
	126.60
	92.76
	100.75
	168.17
	$946.41

The bills that we are short and will require from you are as follows:

1. Reshaping bills to the amount of about $499 for reshaping done in 1926.

2. Bills for extending culverts. Amount about $82.10.

3. Bills for constructing of a blind storm drain alongside culvert at Station 298. Amount about $20.25.

4. Bills for the crusher installation.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. H. Prebert
Office Engineer

EHP:AP

July 20, 1926.

Mr. W. E. Chandler
Division Highway Engineer,
Grants Pass, Oregon.

Dear Sir:

In connection with the J. W. Sweeny counterclaim claim, please advise us in detail as to how the amount of $1,320.66 to be allowed on account of the crushing plant installation is computed, explaining particularly how and why $0.60¢ is taken at $1.50 per cubic yard for 880 cubic yards of sand delivered from Brookings. Mr. Klein was not able to recall just how this computation was made, and the information is needed in order that a suitable explanation may be made in the adjustment.

For your information in this connection in case you do not have the figures readily available, we will state that the cost of the crusher installation was claimed by Mr. Sweeny to be $2,046.31; that the yardage of concrete called for in the contract was 12,320; and that the yardage of concrete actually placed was 362.

Very truly yours,

REW A. KLEIN
State Highway Engineer

By

S. E. Probert
Office Engineer

SEP:AP

July 26, 1926.

Mr. H. W. Libby,
Resident Highway Engineer,
Ironwood, Oregon.

Dear Sir:

Mr. Downey over submit to you extra work bills for the $150.00 worth of packaging work which he claims to have performed during the year 1926, and for which payment is to be allowed in the final estimate.

If you have these bills in your possession, please send them in so that they may be used as a basis for making this payment.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Hebert
Office Engineer.

SHH:AP
CC Mr. W. E. Chandler

Commissioners
H. B. VAN DUZER, Portland, Chairman
C. E. GATES, Medford
ROBERT W. SAWYER, Bend

ROY A. KLEIN
State Highway Engineer
and Secretary

OREGON STATE HIGHWAY COMMISSION

SALEM

July 19, 1928.

IN REPLY PLEASE
REFER TO FILE NO.

Memorandum regarding disposition of Sweeney Claims on Contract No. 835, Grading Unit No. 3, Burnt-Hill-Chetco River Section, Roosevelt Coast Highway in Curry County.

On Monday, July 16, beginning at 10:00 A. M., a conference was held with Mr. G. B. Herington, Secretary of the Associated General Contractors, and Mr. J. W. Sweeney. Present, representing the State, were Hollis W. Libby, Resident Engineer, W. E. Chandler, Division Engineer, and the State Highway Engineer. We were in session from 10:00 A. M. until noontime, and from 1:30 P. M. until 6:00 P. M. All of the items were discussed, and on some it developed that further information was needed from the Resident Engineer who was on the job in the summer of 1927. Accordingly, we arranged to have Mr. B. O. Johnson come in the next day.

On Tuesday, July 17, we again went into conference with all those present who were there the previous day, and, in addition, Mr. Johnson.

After a complete discussion of the various items on which claims had been made, taking them up in the order outlined in the State Highway Engineer's letter to the Members of the Highway Commission dated May 26, 1928, the following was agreed upon:

	Allowed	Disallowed	
Claim No. 1. Meals to be paid on commercial voucher	$ 70.75		
Claim No. 2. First item. Paid on unit prices.		x	
Second item. Paid on unit prices.		x	
Third item.		x	
Fourth item.		x	
Fifth item. ~~To be supported by detailed force account bills~~.	29.28 ✓		29.28
Sixth item. To be supported by detailed force account bills.	52.10+% ✓		61.26
Seventh item. Paid on unit prices.		x	
Claim No. 3. See Claim No. 10.		x	
Claim No. 4. For installation of rock crusher to produce broken stone for use in construction of concrete box culverts.			

	Allowed	Disallowed
Amount claimed $2,048.81. Because of the fact that this crusher was set up to crush the entire amount of broken stone required for the box culverts and at the time the crusher was set up it had not been decided to eliminate a large proportion of them, it is thought that the contractor, in fairness, should be allowed something on this claim. The preliminary estimates indicated that 1220 cubic yards of rock should be crushed, of which only 362 cubic yards finally was used. The unit cost, then, of each cubic yard of material which it was expected to crush would have been $\frac{\$2,048.81}{1220} = \$1.68$ per cubic yard. 362 yards x $1.68 = $608.16. Making a further allowance for sand hauled from Brookings, in amount 120 cubic yards, at $1.00 per yard added gives a total of $728.16. Subtracting this figure from $2,048.81 gives a balance allowed on this claim	$1,320.65	
The figure of $2,048.81 is to be supported by detailed statements.		
Claim No. 5. Agreed as recommended in May 26 report. Divide 50/50 between State and contractor.	211.77	
Claim No. 6. Unit prices paid.		x
Claim No. 7.		x
Claim No. 8.		x
Claim No. 9.		x
Claim No. 10. For removing windfalls resulting from storm of February 3 and 4, 1927. Amount $1000.00. We have previously allowed on this claim the sum of $503.09 in the form of 1.24 acres of extra clearing. In view of the uncertainty regarding this item and the fact that no actual costs are available, it was agreed to add 1.26 acres of extra clearing which would amount to a total of 2.5 acres at $400.00 per acre or a total of $1000.00 on this claim. This will, in effect, result in an allowance of $497.91 in favor of the contractor, although it will be paid in acreage.	497.91	

	Allowed	Disallowed
In this connection it should be noted that in the State Highway Engineer's report of May 26, that the figures in Claim No. 3 and Claim No. 10 have been transposed; that is, the force account allowed on Order No. 4 amounts to $553.60, while the item in No. 10 for extra clearing allowed amounts to $503.09, or 1.24 acres.		
Claim No. 11.		x
Claim No. 12. Paid on unit prices.		x
Claim No. 13. Paid on unit prices.		x
Claim No. 13A. The contractor submitted an additional claim of $20.25 for constructing a blind drain alongside the culvert at Sta. 298. This was approved by the Resident Engineer and should be allowed, provided detailed force account bills are submitted.	$ 20.25	23.87
Claim No. 14. Two items for resloping, consisting of one of $499.76 and the other of $955.01, or a total of $1,454.77. The yardage moved under these two claims amounts to approximately 700 yards on the first item and 2800 yards on the second item. Objection was made that the costs were excessive in view of the amount of yardage moved. It was pointed out that all excavation requires some sloping, and on the acceptance of that principle, an allowance of 10 cents per yard was made by the contractor which would reduce the above total by $350.00, leaving an amount of $1,101.77. This claim should be supported by detailed force account statements to the full sum of $1,454.77, with a reduction for 3500 yards at 10 cents per yard, giving the result stated above.	1,101.77	1,048.81.
Claim No. 15.		x
Claim No. 16. Unit prices paid.		x
Claim No. 17. Unit prices paid.		x
		= 2,650.93

RAK:HI

State Highway Engineer.

Sta	Dist	Length of Slope	Area Sq. ft
299 + 00		0	
	30.		45.0
+30		3.0	
	7.		35.7
+37		7.7	
	13.		134.6
+50		13.5	
	25.		506.3
+75		27.0	
	25		832.5
300 + 00		39.6	
	6.7		270.7
+06.7		41.2	
	18.3		861.9
+25		53.0	
	25.		1220.0
+50		44.6	
	30.		1029.0
+80		24.0	
	20.		408.0
301 +00		16.8	
	50.		725.0
+50		12.2	
	11.		127.6
+61		11.0	
	39.		312.0
302 +00		5.0	
	25.		62.5
+ 25		0.	
			6,560.8

729 sq yds

9 / 6,560.8

67

76

10

80

729 / 500.00 = 69¢

4374

6260

Claim No.	Amount Claimed	Previously Paid	Bal. of Claim.	Allow.	Reject
1	70.75	-	70.75	70.75	-
2a	35.24	24.65	10.59	-	10.59
2b	35.26	34.77	.49	-	.49
2c	510.00	-	510.00	-	510.00
2d	70.20	-	70.20	-	70.20
2e	40.08	-	40.08	29.28	10.80
2f	52.10	-	52.10	52.10	-
2g	87.81	87.81	-	-	-
3	2,328.00	-	2,328.00	-	2,328.00
4	2,048.81	-	2,048.81	-	2,048.81
5	423.54	-	423.54	211.17	211.17
6	250.00	-	250.00	-	250.00
7	3,845.27	-	3,845.27	-	3,845.27
8	1,000.00	-	1,000.00	-	1,000.00
9	Indefinite	-	Indefinite	-	Indefinite
10	1,000.00	553.60	446.40	-	446.40
11	5,000.00	-	5,000.00	-	5,000.00
12	136.54	73.30	63.24	-	63.24
13	23.30	-	23.30	-	23.30
* 14	1,454.77	-	1,454.77		
15	160.70	-	160.70	-	160.70
16	75.95	71.50	4.45	-	4.45
17	99.83	-	99.83	-	99.83
	18,748.15	845.63	17,902.52	363.30	

July 11, 1928.

Mr. G. E. Harrington, Secretary,
Portland Chapter,
Associated General Contractors,
Multnomah Hotel Lobby,
Portland, Oregon.

Dear Sir:

Confirming telephone conversation with you this morning, Mr. Chandler and I will arrange to meet you and Mr. Sweeney for a conference on his claims on the grading contract for Unit No. 5, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway on Monday, July 16, at 10 A. M. at Salem in this office. If this date is not satisfactory, would thank you to advise me before Saturday, as it is necessary that I advise Mr. Chandler a day or two in advance. If some other date is more satisfactory, would be pleased to have your suggestion.

Very truly yours,

State Highway Engineer.

BAK:HI

PR119-3

July 11, 1928.

Mr. W. H. Chamlee,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

After you left Portland this morning, I called up Mr. Errington, Secretary of the Associated General Contractors, and arranged a tentative date for a conference with Mr. Downey Sunday, July 15, at 10 A. M. in this office at Salem. Mr. Errington stated that he was certain this date would be agreeable to Mr. Downey and they would be here. If you do not hear from me to the contrary, you may consider that this date is definitely fixed and arrange to be here Sunday morning. Also, you had better not make any dates for Tuesday, as think we can have an entire day if we need it.

I will arrange to have Mr. Kirk here on Monday, and if necessary to call Johnson, we can have him there the second day.

I want to take plenty of time for this so we can go over every point in detail. Please bring your files on this project. Mr. Probert will be here so that all of the office records will be available.

Very truly yours,

State Highway Engineer.

RAK:HI

cc R. H. Baldock

July 11, 1928.

Mr. H. W. Libby,
Resident Engineer,
State Highway Department,
Lowell, Oregon.

Dear Sir:

We have arranged a further conference with Mr. Sweeney in regard to his claims on the Roosevelt Highway contract in Curry County, to be held in this office at 10 A. M. on July 16, 1928. Would like to have you arrange to be here on that date, preferably reaching here about an hour before the time set for conference, so that we can discuss the matter between ourselves before they arrive.

For your information, I am enclosing a copy of my letter of May 26 to the members of the Commission, reporting on the various claims submitted by Mr. Sweeney in his letter of March 27 of which you previously have received a copy. I am also forwarding to you for your information a copy of Mr. Errington's letter of July 5, 1928 and Mr. Sweeney's letter of the same date.

There are several items, of course, in his reply, the answers to which will be found in the estimate itself and need no further comment. I thought, however, it would be well for you to be familiar with the various items on which they are now claiming additional compensation in so far as they concern portions of the contract which were constructed under your supervision.

This is getting to be a long-drawn-out affair, but I am hopeful that this will be the final conference.

Very truly yours,

State Highway Engineer.

BAK:HI

Encl.

cc J. E. Sawyer

PR 119-3

J. W. SWEENEY CONSTRUCTION CO.

July 9, 1928

Roy A. Klein.

J. W. Sweeney Construction Co.,
155 Kingston Ave.,
Portland, Ore.

Gentlemen:

[illegible] you [illegible] arrive at [illegible] amount of [illegible], which they claim, and oblige, [illegible]

Replying to yours of the 5th instant requesting an itimized statement of the claim of Pegan & Cashman, regret to advise that we do not have an itimized statement in our files, for which reason we can not supply you with a detailed statement.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

EBC:S

H. B. Claisyer
Chief Clerk

DAN SHRADER, Supt.

EENEY CONSTRUCTION CO.

CONTRACTORS

BROOKINGS, OREGON

Portland, Oregon, July 5, 1928

Roy Klein,

State Highway Engineer,

Salem, Oregon.

Dear Sir:-

Referring to the claim of Pagan & Gasseman, will you kindly send me a copy of itemized claim, so I may arrive at the amount of $8206.15, which they claim, and oblige,

Yours truly,

J.W. Sweeney Const.
By J.W. Sweeney

We have no detailed statement of above claim in our files.

ANSWERED
H. B. G.

PR #319
Unit No. 3

July 7, 1928.

Mr. W. E. Chandler
Division Highway Engineer,
Grants Pass, Oregon.

Dear Sir:

In his last letter in regard to his claims in connection with grading of Unit 3 of the Burnt Hill-Chetco River Section, Mr. Sweeny states that at your request, he sent to you on April 4, 1928, copies of bills for board furnished to our engineering party.

Please advise us fully as to what action you have taken on these bills.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

PR 119 #3

July 6, 1928.

Mr. Wm. R. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

Please see the attached copy of a letter from Mr. C. R. Hovington, Secretary of the Portland Chapter of the Associated General Contractors, relating to the Sweeney claims, to which is attached a letter from the J. H. Sweeney Construction Company covering their claims on Unit No. 5, Burnt Hill-Chetco River Section of the Roosevelt Highway in Curry County.

I presume that this matter will come up before the Highway Commission at their next meeting on July 10, and I think it would be well for you to be present at that meeting with your files on this subject so that you may be prepared to answer any of the detail questions which may be asked by the Commission.

Very truly yours,

State Highway Engineer.

RAK:HI

...r, Mon.

DAN SHEARER, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

BROOKINGS, OREGON

PORTLAND OREGON
155 Kingston
July 5,1928

To the Honorable Highway Commission,

State of Oregon.

Gentlemen:

Referring further to the matter of the settlement of covering construction of Unit 3, Burnt Hill-Chetco River section of the Roosevelt Coast Highway in Curry County,Oregon, Contract No. 836, we submitted under date of March 27,1928, a summary of the various items covering work and materials for which we had not received equitable settlement, and requested that your Honorable board cause this matter to be submitted to a competent Board of Arbitrators with a view of arriving at a settlement which would be just and equitable both to ourselves and to the State.

Under your direction the matter was referred to the State Highway Engineer, with instructions to promptly render a report and it was agreed that a copy of said report would be furnished us in time for us to make reply at the next meeting of the Commission.

We received copy of the Engineer's report on the afternoon of May 28, 1928 (two months later) and less than a day in advance of the scheduled meeting of the Commission, on May 29th. We were therefore unable to make competent reply at the last Commission meeting, due to the unwarranted delay in receiving the Engineer's report.

A review of the recommendations of the Engineer, as per his report of May 26,1928, indicates clearly his intention to withhold just payment of the claims submitted and his desire to recommend payment in piecemeal allowances, and only for the parts that he is forced to allow through the preponderance of evidence supporting the claims.

We submit that this policy is unfair and unjust and that a legitimate contractor should be entitled to receive payment for work performed promptly and in conformity with the spirit of the specifications.

We therefore shall not burden the Commission with all of the details covering minor claims, which ordinarily are paid without the necessity of prolonged negotiations, but wish to bring to the Commission's attention certain instances where the Engineer has dismissed the claim without serious investigation or consideration.

Claim No. 1. Board for State Employes:

Contrary to the Engineer's statement we submitted bills covering this item under date of April 4, 1928.

Final Est. includes following:-
Culvert Ex. 38
Manhole Ex. 0
Basin Ex. 36.8
74.8

Claim No. 2. First item: We submit that the culvert at Station 272 was damaged by slides and was relaid in part, which facts can be proven by competent witnesses. We also suggest that excavation under the conditions imposed at this site is not comparable with the ordinary run of excavation where payment is made on a yardage basis. We submit also that the estimate submitted August 29, 1927, which estimate is purported to be the "Final Estimate" does not show any allowance for excavation due to digging out obstructed culvert inverts.

Additional 51.9 yards is included in 683 yds. of miscel. extra ditch excav.

Claim No. 2. Item 2: The Engineer infers in his report that 51.9 cubic yards was allowed for enlarging inlet to culvert at Station 198-25. This is misleading and deceptive, as but 62.3 cubic yards was all that was allowed on the final estimate which amount covers both the original excavation and the enlarging of the intake.

Where it is necessary to move forces back to revamp work which has once been completed to the Engineer's satisfaction, we submit that payment for actual out of pocket cash should be made.

Claim No. 2. Item 3. Payment was made on the basis of estimates furnished by the Resident Engineer to stationmen, showing the amount of work performed. This is the only basis we have for payment to subcontractors, as it is usually supplied in advance of the monthly or final estimate.

15' of the 18' of 24" pipe was corrected to 15' of 30" pipe. Other 3' is a correction of overestimate

The purported final estimate shows a minus quantity of 18 lin.ft. of 24" pipe, regardless of the Engineer's assertion that estimates are consistent.

These instances are cited to show how little consideration of the merits of the various claims submitted have been given.

Claim No. 3. We requested a remeasurement of the area of extra clearing.

We understood from the Engineer's report that he has only checked the computations of the original measurements which we believe to be in error by approximately 5.8 acres.

Claim No. 4. It is apparent to any one that the installation of a crushing plant to manufacture aggregate for 361 cubic yards of concrete would not be made. The plant was installed to provide aggregate for 1220 cubic yards of concrete, which is the volume we bid on. Since the change from 1220 cubic yards to 361 cubic yards was made we should be paid for this crusher installation, as is provided in the contract where the character of the work and the unit cost thereof is materially changed.

Claim No. 5. We should be paid for this claim in full. We can not satisfy our material men nor laborers on any 50-50 arrangement.

Claim No. 6. Your Engineer advises that the conditions at Sta. 247 are normal, and that no consideration of our claim be given. We submit that the conditions were quite unusual and typical of the class of work which ordinarily is done on a force account basis.

Claim No. 7. We submitted this claim on the assumption that proper and impartial investigation would be made, which we believe has not been done. We now state that the Resident Engineer was guilty of wanton interference with the sub-contractor's work and did everything in his power to cause the sub-contractors to abandon the work and that after accomplishing this purpose he permitted the work to be handled in any manner the workmen saw fit. The materials reserved for topping fill were not so used, but were placed in the body of fills. Conditions of this character affect directly the cost of the work and should not be dismissed without serious consideration.

Claim No. 8. We fail to follow the reasoning of the Engineer in his report on Claim No. 8.

We bid on the work on a basis of down hill haul. After the work was let and outfit assembled the haul was reversed. The contract provides for additional remuneration in cases of this kind and we see no valid reason for further vacillation. In no instance suggested, where the change would have been advantageous to both the State and ourselves.

Claim No. 9. We requested a recheck of overhaul yardage. The Engineer invites us to cite specific instances where overhaul has been made and not allowed. We invite the Engineer to show specific instances where the hauls have been decreased materially from the original plan of distribution, which shows 40,000 station yards more haul than was allowed, tho the total yardage excavated was far greater.

22,000 of the 40,000 was contingency allowance in prelim. est. Balance was reduction in haul due to improved balancing of quantities.

yardage increased from 218,000 to 226,245. (about 5%)

Claim No. 10. This claim has been dismissed by the Engineer without proper investigation. The amount of $563.60 was paid on order for Extra Work No. 4, issued April 8, 1927, for work performed during the winter of 1926-1927. Our claim is for clearing as a result of storms on Feb. 3d and 4th, 1926. A definite price agreement was made covering this work. The amount agreed on was $1,000.00. Payment has not been made.

Cross-section indicates no borrow but an excess of quantities from slides

Claim No. 11. Regardless of the Engineer's statement to the contrary, we did borrow serpentine material between Sts. 195 and 200. The line was originally located in an impossible position and we were required to top out the fill each time they slid out. The character of the work was changed forcing us to adopt piece-meal method of construction, and the cost of the work was very materially increased. The contract provides for adjustment in such cases.

Claim No. 12. This is an unusual condition and should be covered by force account.

The work without the limits of the right of way and was not shown on the plans.

Claim No. 13. The work was not paid for according to the provisions of the contract which provides for 15% on labor items.

Claim No. 14. This work was billed at the actual cost and is not excessive. Distinction between dry and wet weather work should not be made. The work of Washburn & Hall, as mentioned, is entirely aside from the question at issue. We do not care to barter further, as suggested, but request payment for these long overdue accounts.

Claim No. 15. This work also covered the maintenance of travel over the work. The account is just and should be paid.

A summary of our claims showing the latest recommendation of the Engineer follows:

Claim No.		Amount	Engineer's Recommendation	
1		$ 75.75	$ 70.75	allowed
2	First item	35.24		Denied
	Second "	35.26		"
	Third "	510.00		"
	Fourth "	70.20		"
	Fifth "	46.08	29.28	allowed
	Sixth "	52.10	52.10	"
	Seventh "	87.81	97.17	" as yardage
3		2,328.00		Denied
4		2,048.81		"
5		423.54	211.77	allowed in part
6		250.00		Denied
7		3,865.27		"
8		1,000.00		"
9		2,400.00		"
10		1,000.00		"
11		5,000.00		"
12		156.54	73.80	allowed in yardage
13		23.80		Denied
14		1,454.77		Will allow part
15		160.70		Denied
16		75.95	71.80	allowed
17		99.85		Denied
		$ 21,153.15	Recommended for allowance $605.87	

It will be seen from a comparison of our claims with the Engineer's report, that the Engineer has no serious intention of making a thorough investigation nor an equitable settlement of the claims, and it is therefore urgently requested that the matters in controversy be submitted to a competent board of arbitrators with a view of arriving at a fair and equitable settlement of these long overdue claims.

Respectfully yours,

J. W. Sweeney Contr. Co.,
By J. W. Sweeney

July 5,1928

American Surety Company of N.Y.
W. J. Lyons, Agent,
Yeon Building, P
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of Pegan & Gassman in the sum of $8,206.15 being against J. W. Sweeney Construction Company for labor and materials furnished this company in connection with their contract for the grading of Unit 3, North Hill-Chetco River section of the Roosevelt Coast Highway in Curry County.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by the J. W. Sweeney Construction Company in this instance.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

E. B. Glaisyer
Chief Clerk.

EB
cc. J. W. Sweeney
156 Kingston Ave.
Portland, Ore.

#835

IPA-3

PR119-3

July 8, 1938

Mr. Sam A. Boner,
Secretary of State,
Building.

Dear Sir:

Attention: M. J. Mann.

This is to acknowledge receipt of your letter of the 30th ultimo enclosing certified copies of notice of claim of Pegan & Gassman against J. W. Sweeny Construction Company in the sum of $8,206.15, being for labor and materials furnished him in connection with his contract for the construction of Unit 8 Bunch Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Please be advised that we are today forwarding copies of this claim to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

JB

Claim	Amount	
10	1,000.00	Allowed $600.00 under item #3.
11	5,000.00	Sliding fills station 191 - 206. Materials were bad no doubt but had to be u changing stakes. This is entirely an unjust claim.
12	136.54	Drain ditches 196 - 198. Were on right of way. Contractor was paid $73.30 o
13	23.30	Extra work Station 200. In last report I agreed to allow $180.52 on this cla
14	499.76 955.01	Re-sloping. Possible some adjustment should be made. 768.2 cubic yards @ $0 We allowed such re-sloping as appeared to be extra work where te
15	160.70	No work done by this man who stayed at the camp.
16	75.98	Ditch excavation. Yardage paid but probably did not cover cost. No claim.
17	99.83	Culvert excavation. Another place where excavation at contract price not suf

Possible claims	Unjust claims	Just claims	
955.01	346.12	153.64	
423.54	99.83	23.30	
2,048.81	75.98	70.75	
677.29	160.70	$247.69	
4,104.65	136.54		
	5,000.00		
	1,000.00		
	1,000.00		247.6
	3,845.27		4,104.6
	250.00		14,400.8
	2,328.00		14,752.1
	158.40		21,153.1
	$14,400.84		2,401.0

Let July 28th, 1925

Date of completion Dec. 31, 1926
1st extension June 15, 1927
2nd. " Aug.15,1927 Job completed eight months behind time. Interfered with surfacing contractor.
Finished Sept. 3/27. Examination of cuts and also cross sections show no appreciable amount of quan

ubt but had to be used. Grades were changed to help the contractor. This probably what he means about

r was paid $73.30 on contract price. Can't expect to make much on these small hand ditches.

$180.52 on this claim. Now he wants $23.30 more for superintendence, etc.

2 cubic yards @ $0.20 - $153.64
extra work where teams could not work. Think this working a good horse to death.

cost. No claim.

tract price not sufficient to cover cost of excavation. No claim

aims

64
30
75
69

247.69
4,104.65
14,400.84
18,752.18
21,153.18 Total claimed
2,401.00 No showing unless this is for overhaul claim.

rfacing contractor. This overtime cause of so many changes in engineers.
able amount of quantities not shown in final cross sections.

Claim	Amount		
1	70.75	Board for State employees. Bills or statements not rendered. This cos	
2		Culverts	
	35.24	Slide at intake measured and paid for in excavation 36.8 yards	
	35.26	Intake restaked 51.9 cubic yards @ $0.67 - $34.77. This paid	
	510.00	Mr. Sweeney should send copy of estimate given for payment to su	
	70.20	Libby thinks this passable claim	
	45.08	Doubtful claim. Not clear	
	52.10	This for extra lengths of pipe for culvert extensions. Contract	
	87.81	Fully paid. Estimate shows $97.17 paid	
	835.69		
3	2328.00	Remeasured April 1928 by B. O. Johnson. Extra clearing 6.49 acres. 1.5 a Total 8.25 acres. Get final figures from Probert. Estimate turned in $6.	
4	2048.81	Crusher installation. Rock was not condemned. This rock shows in all cul beeh put in. He had $10.00 per foot while next contractor had $8.50. Hi was $40.00. At time was pleased with change. Do not think he can collect	
5	423.54	Extra cement. Possible claim	
6	250.00	Rock approach to box culvert Station 247. No special feature to this culv in excavated yardage	
7	3,845.27	Interference. This plainly not a just claim	
8	1,000.00	Change in haul. This was on station job. Sub- contractor was shown change adjoining section, making total uphill haul less. No just claim.	
9		Request for recheck of overhaul. No basis for this recheck.	

dered. This can practically all be taken care of.

---

vation 36.8 yards @ $0.67 - $24.65

$34.77. This paid in excavation

n for payment to sub-contractor

tensions. Contract price paid. Did not fully cover cost. Passable claim $45.00.

g 6.49 acres. 1.5 allowed for windfalls in storm and .26 acres on farm road.

timate turned in $6.58

ock shows in all culverts. Sweeney no doubt made more by installing 30" pipe than if box culverts had

actor had $6.50. His price on concrete box culverts was $32.00 per cubic yard, while adjoining contractor

think he can collect this claim.

Englehart	pipe	5.50	concrete	30.00
Baners	"	8.55	"	40.00
Sweeney	"	10.00	"	32.00

feature to this culvert. Excavation was in rock and boulders and no doubt cost more than could be paid

ctor was shown change in profile before he took work. Uphill haul increased on this job but decreased on

just claim.

heck.

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

WASHINGTON, D. C.

PACIFIC NORTHWEST BRANCH

PORTLAND CHAPTER

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G. B. HERINGTON, EXEC. SECY.

MULTNOMAH HOTEL LOBBY
PHONE BROADWAY 1232

PORTLAND, ORE.,

July 5, 1928

To The Honorable,
The Oregon State Highway Commission, Messrs. Van Duzer,
Salem, Oregon. Gates,
Sawyer,
Klein

JOINT LETTER

Gentlemen:

After further reviewing the matters composing the claim of the Sweeney Construction Company, for work done on the contract No. 835, Unit 3- Burnt Hill-Chetco section of the Roosevelt Coast Highway in Curry County, Oregon, we frankly believe the Commission should take some definite steps to relieve the situation brought about by the delays already incurred.

We are ready to assist in any way possible in aiding both parties to a reduction of the controversial matter to a status of fact and obligation, asking no sacrifice of the dignity of the Commission, nor of the Engineer, we are ready to go over the work itself, or to sit down around the table with all concerned and take up each item on its full merit and thresh it out to a conclusion in its full perspective, to do so at once. We do believe, sincerely, the time already consumed to no effect is seriously open to criticism.

We do believe it takes altogether too long to settle these matter, we do not wish to try to over ride anyone, and we earnestly believe these matters cannot be adjusted by long drawn out periods of correspondence, but can be adjusted in conference with all materials at hand.

As broad policy, in the light of all available experience, roadbed construction, particularly in such character of country as is represented in the Coast Range, is a matter which inherently cannot be predicted with accuracy beforehand- one cannot see into the ground- and in such cases the after result must often be reviewed to determine if justice be done, with a broad view of all the circumstances surrounding, instead of with a view of what is the least possible technical construction which may be invoked to bind the settlement.

We shall do our best if you consent, to assist in finding common ground for settlement on fair merit,

First, because we have as to our 110 members, a stake in the state, and a large one;

Second, because we believe there is honest difference in opinion between the Engineer and Contractor which further development and clearing of the facts will energize toward satisfactory conclusion;

Third, we believe the time of energetic effort to settle this matter around the table can be materially expeditied;

Four th, because we believe the Commission wishes to be fair and
Fifth, because we have found that in controversial matter, advisory sitters, even without taking or having final authority, can often bring in a fresh point of view of aid to both parties.

This, then is recommended for consideration of the commission, that it be made an order that one commissioner, Mr. Klein and his assistant, familiar with the work, join Mr. Sweeney, his assistant likewise familiar with the work, and the Secretary of the A..G.C. of A., that they may go into conference as to matters still open, that they determine on those which can be agreed on without visiting the work and that they then go over the work if need be to clear up any other matters, after which they will make a joint report of final agreed-on findings, submitting any matters which they cannot agree on, with brief from either side, to another commissioner for a final judgment, that the joint report on matters agreed on and the final decision of the second commissioner on matters referred, be fully set out and the commission as a whole then act in settlement on its judgment of the one or two reports so rendered, that this be carried out during July and effort be made to settle fully at the August meeting.

Mr. Sweeney advises me he is willing to stake his claim on the result of such a manner of determination and we believe that in asking for this form of determination and its expedition any question as to delegation of authority by the Commission is disposed of and that no question can be raised of our belief in the Commission's sense of fair play- we are all thus become willing to stake the claim on the plainer, clearer hearing and a cool, leisurely discussion of the merits of each point of controversy.

Yours very truly,

PORTLAND CHAPTER, ASSOCIATED GENERAL CONTRACTORS

GBH/E

G. B. Herington, Exec. Secretary

...SWEENEY, Mgr. DAN SHEARER, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

~~BROOKINGS, OREGON~~

PORTLAND, OREGON- 155 Kingston Ave.

July 5,1928

To the Honorable Highway Commission,

State of Oregon.

Gentlemen:

Referring further to the matter of the settlement of covering construction of Unit 3, Burnt Hill- Chetco River Section of the Roosevelt Coast Highway in Curry County, Oregon, Contract No. 835, we submitted under date of March 27, 1928, a summary of the various items covering work and materials for which we had not received equitable settlement, and requested that your Honorable board cause this matter to be submitted to a competent Board of Arbitrators with a view of arriving at a settlement which would be just and equitable both to ourselves and to the State.

Under your direction the matter was referred to the State Highway Engineer, with instructions to promptly render a report and it was agreed that a copy of said report would be furnished us in time for us to make reply at the next meeting of the Commission.

We received copy of the Engineer's report on the afternoon of May 28, 1928 (two months later) and less than a day in advance of the scheduled meeting of the Commission, on May 29th. We were therefore unable to make competent reply at the last Commission meeting, due to the unwarranted delay in receiving the Engineer's report.

A review of the recommendations of the Engineer, as per his report of May 26, 1928, indicates clearly his intention to withhold just payment of the claims submitted and his desire to recommend payment in piecemeal allowances, and only for the parts that he is forced to allow through the preponderance of evidence supporting the claims.

We submit that this policy is unfair and unjust and that a legitimate contractor should be entitled to receive payment for work performed promptly and in conformity with the spirit of the specifications.

We therefore shall not burden the Commission with all of the details covering minor claims, which ordinarily are paid without the necessity of prolonged negotiations, but wish to bring to the Commission's attention certain instances where the Engineer has dismissed the claim without serious investigation or consideration.

Claim No. 1. Board for State Employes:

Contrary to the Engineer's statement we submitted bills covering this item under date of April 4, 1928.

Claim No. 2. First Item: We submit that the culvert at Station 272 was damaged by slides and was relaid in part, which facts can be proven by competent witnesses. We also suggest that excavation under the conditions imposed at this site is not comparable with the ordinary run of excavation where payment is made on a yardage basis. We submit also that the estimate submitted August 29, 1927, which estimate is purported to be the "Final Estimate" does not show any allowance for excavation due to digging out obstructed culvert inverts.

Claim No. 2. Item 2: The Engineer infers in his report that 51.9 cubic yards was allowed for enlarging inlet to culvert at Station 198-25. This is misleading and deceptive, as but 52.3 cubic yards was all that was allowed on the final estimate, which amount covers both the original excavation and the enlarging of the intake.

Where it is necessary to move forces back to revamp work which has once been completed to the Engineer's satisfaction, we submit that payment for actual out of pocket cash should be made.

Claim No. 2. Item 3. Payment was made on the basis of estimates furnished by the Resident Engineer to stationmen, showing the amount of work performed. This is the only basis we have for payment to subcontractors, as it is usually supplied in advance of the monthly or final estimate.

The purported final estimate shows a minus quantity of 18 lin.ft. of 24" pipe, regardless of the Engineer's assertion that estimates are consistent.

These instances are cited to show how little consideration of the merits of the various claims submitted have been given.

Claim No. 3. We requested a remeasurement of the area of extra clearing.

We understood from the Engineer's report that he has only checked the computations of the original measurements which we believe to be in error by approximately 5.8 acres.

Claim No. 4. It is apparent to any one that the installation of a crushing plant to manufacture aggregate for 361 cubic yards of concrete would not be made. The plant was installed to provide aggregate for 1220 cubic yards of concrete, which is the volume we bid on. Since the change from 1220 cubic yards to 361 cubic yards was made we should be paid for this crusher installation, as is provided in the contract where the character of the work and the unit cost thereof is materially changed.

Claim No. 5. We should be paid for this claim in full. We can not satisfy our material men nor laborers on any 50-50 arrangement.

Claim No. 6. Your Engineer advises that the conditions at Sta. 247 are normal, and that no consideration of our claim be given. We submit that the conditions were quite unusual and typical of the class of work which ordinarily is done on a force account basis.

Claim No. 7. We submitted this claim on the assumption that proper and impartial investigation would be made, which we believe has not been done. We now state that the Resident Engineer was guilty of wanton interference with the sub-contractor's work and did everything in his power to cause the sub-contractors to abandon the work and that after accomplishing this purpose he permitted the work to be handled in any manner the workmen saw fit. The materials reserved for topping fill were not so used, but were placed in the body of fills. Conditions of this character affect directly the cost of the work and should not be dismissed without serious consideration.

Claim No. 8. We fail to follow the reasoning of the Engineer in his report on Claim No. 8.

We bid on the work on a basis of down hill haul. After the work was let and outfit assembled the haul was reversed. The contract provides for additional remuneration in cases of this kind and we see no valid reason for further vaccilation. In no instance suggested, where the change would have been advantageous to both the State and ourselves.

Claim No. 9. We requested a recheck of overhaul yardage. The Engineer invites us to cite specific instances where overhaul has been made and not allowed. We invite the Engineer to show specific instances where the hauls have been decreased materially from the original plan of distribution, which shows 40,000 station yards more haul than was allowed, tho the total yardage excavated was far greater.

Claim No. 10. This claim has been dismissed by the Engineer without proper investigation. The amount of $553.60 was paid on order for Extra Work No. 4, issued April 20, 1927, for work performed during the winter of 1926-1927. Our claim is for clearing as a result of storms on Feb. 3 & 4, 1926. A definite price agreement was made covering this work. The amount agreed on was $1,000.00. Payment has not been made.

Claim No. 11. Regardless of the Engineer's statement to the contrary, we did borrow serpentine material between Sta. 195 and 200. The line was originally located in an impossible position and we were required to top out the fill each time they slid out. The character of the work was changed forcing us to adopt piecemeal method of construction, and the cost of the work was very materially increased. The contract provides for adjustment in such cases.

Claim No. 12. This is an unusual condition and should be covered by force account.

The work without the limits of the right of way and was not shown on the plans.

Claim No. 13. The work was not paid for according to the provisions of the contract which provides for lump sum labor items.

Claim No. 14. This work was billed at the actual cost and is not excessive. Distinction between dry and wet weather work should not be made. The work of Blackburn & Hall, as mentioned, is entirely aside from the question at issue. We do not care to barter further, as suggested, but request payment for these long overdue accounts.

Claim No. 15. This work also covered the maintenance of travel over the work. The account is just and should be paid.

A summary of our claims showing the latest recommendation of the Engineer follows:

Claim No.		Amount	Engineer's recommendation.
1			
2	First item	$ 70.76	$ 70.76 allowed.
	Second item	38.24	Denied
	Third item	33.28	Denied
	Fourth item	61.47	Denied
	Fifth item	70.50	Denied
	Sixth item	45.98	Denied
	Seventh item	52.10	52.10 allowed
3		87.81	87.47 allowed as yardage.
4		2,328.00	Denied
5		2,048.81	Denied
6		423.84	211.77 allowed in part
7		200.00	Denied
8		2,848.27	Denied
9		1,000.00	Denied
10		2,400.00	Denied
11		1,800.00	Denied
12		5,000.00	Denied
13		138.84	93.30 allowed in yardage
14		23.20	Denied
15		1,484.77	Will allow part
16		160.70	Denied
17		78.83	71.80 allowed
		99.83	Denied
		$ 21,133.13	Recommended for allowance $678.87

It will be seen from a comparison of our claims with the Engineer's reports, that the Engineer has no serious intention of making a thorough investigation for an equitable settlement of the claims, and it is therefore urgently requested that the matters in controversy be submitted to a competent board of arbitrators with a view of arriving at a fair and equitable settlement of these long overdue claims.

Respectfully yours,

J. W. Groves Const. Co.
By J. W. Groves

#835
Cumy Co

July 8, 1926

American Surety Co. of New York,
W. J. Lyons, Agent,
Portland, Oregon.

PM 339

Gentlemen:

We hand to you herewith copy of affidavit we have received from Mr. George E. Alexander, Attorney, of Portland, setting forth the claim of Pegan and Gorman against J. W. Sweeney Construction Company, being for work performed for J. W. Sweeney Construction Company, in the sum of $8,206.16.

This information is given you as you appear as Surety on the bond furnished by J. W. Sweeney in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:E
Enc.

July 2, 1928

J. W. Sweeney Construction Co.,
155 Kingston Ave.,
Portland, Oregon.

FH 110

Gentlemen:

We hand to you herewith copy of the affidavit of Pegum and Coleman setting forth their claim against you in the sum of $2206.15, being for work performed and supplies furnished you in connection with your contract for the grading of Unit 2, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

RAK:H
Enc.

H. H. Gleigyer
Chief Clerk

PR #119
Unit #3

June 4, 1928.

Mr. Geo. F. Alexander,
1024 Board of Trade Building,
Portland, Oregon.

Dear Sir:

In compliance with the request in your letter of June 2, we are sending herewith some estimate sheets on which we have listed the quantities of the various classes of work estimated to the J. W. Sweeney Construction Company for culvert construction work performed on Unit 3 of the Burnt Hill-Chetco River section.

As stated to you in our previous letter, we are unable to make a segregation between the culvert work performed by sub-contractors Pegan and Sassman and that performed by the Sweeney Construction Company, or others of its sub-contractors. We are quite certain that Pegan and Sassman did not perform all of this culvert work as part of it was performed during the 1927 season, and unless we are in error, Pegan and Sassman left the work before that time.

In addition to the quantities included on the estimate sheets, allowance was made in the amount of $164.90 for extra work performed in the placing of braces in the larger size of pipe culverts. It is quite possible that Pegan and Sassman are interested in other extra work allowances which have been made to the Sweeney Construction Company, but our records do not indicate exactly what extra work may have been performed by these sub-contractors.

We do not have a copy of the Pegan and Sassman sub-contract, but the possession of such a copy would not enable us to provide any more detailed information in regard to the work performed than we are here giving.

Very truly yours,

ROY A. KLEEN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

LAW OFFICES
GEO. F. ALEXANDER
1024 BOARD OF TRADE BLDG.
PORTLAND, OREGON

June 2, 1928

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I have your letter of May 11 stating that you are sorry to have to advise that your records do not contain information which will make it possible for you to supply us with a statement of the work performed by Pegan and Gassman under their subcontract with the Sweeney Construction Company for work on Unit 3, Burnt Hill-Chetco River Section of the Roosevelt Highway as you are under the impression that Pegan and Gassman did not do all the culvert work that was performed under the Sweeney contract.

Pegan and Gassman claim that they performed all of the work that was done under their subcontract and if you will send me a complete statement of all the workdone under this contract they can check it with their records and determine whether or not any work was done under this contract which was not done by them. I understand that you have a copy of their subcontract with Sweeney on file and can give us such a statement.

Thanking you for past kindnesses and for the above statement, I remain

Very truly yours

GFA:BS

G F Alexander

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

WASHINGTON, D. C.

PACIFIC NORTHWEST BRANCH

PORTLAND CHAPTER

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G. B. HERINGTON, EXEC. SEC'Y.

MULTNOMAH HOTEL LOBBY
PHONE BROADWAY 1232

PORTLAND, ORE.,

May 29,1928

Oregon State Highway Commission,
Mr. H. B. Van Duzer, Chairman
Portland, Oregon.

Gentlemen:

Mr. John W. Sweeney of the J. W. Sweeney Construction Company, is another victim of the "pay when you can wear them out" policy of your Engineering Department. We had the Greenwood & Dann case of 14 months after work finished before any move to pay them a final estimate; the Crooked River Bridge case, one year getting settled up after imposing dedication ceremonies- now we have the Sweeney case getting well started for the usual year.

We do not wish to become personal in these matters but the policy of nickeling a contractor to death by dilatory, vaccilating tactics, piecemeal, once in a while allowances, has become such that very few contractors of experience are willing longer to bid on state highway contract roadbed work and there is every reason for a lack of confidence from many of the results attained. There seems no decent excuse in reasonable engineering or business practice for this continued procrastination and dragging out of business matters.

Most of the delay in 1927 mentioned, was due to improvements made and dragged along by dilatory procedure and delayed instructions.

Mr. Sweeney asked you at the March meeting for administrative relief. He asked for the promised reply, repeatedly during this month and as usual, gets it at the very last minute, just before the May meeting, two months here.

Of a total of 23 items of around $21,000, 11 small claims of $1721.98 are allowed and another allowed in principle but sparring for a price on work that is in any similar case allowed as force account- anywhere, by anybody with even court decisions behind such policy. Resloping cuts, already sloped- 3/4 to 1 to 1:1 at a plain yardage price is preposterous and Mr. Klein knows it.

On the claim No. 7. If this argument of material wanted for some finishing is to hold- why was it not so used, and why make such interference in plan for handling in the first place.

On the claim No. 8- why make thorough cuts in serpentine, which was used for fills and which fills were refilled time after time and then defends it- when the written record is clear that the work of revision was continuous.

On the claims 4 and 5. The point of this argument is lost. Before the change from Boxes to Pipe was made the crusher was set up and everybody knew it. Then, after the change was made the crusher, not justified by later events was on hand and all dressed up and no such crushing to do, as originally with everybody's eyes open, was expected when it was put in.

Claim No. 5. If allowed at all should be allowed in toto. It is admitted that there is justice in it. It ties into No. 4.

Claim No. 10 and No. 3 seem to be mixed up. One was for one storm, the other for another on which two allowances were made. One on a price agreement for $1000 repudiated, the other on a work order for $750 for which $553 was the total charge by the contractor.

We believe the reply, late as it is, is the very best argument in itself on which the Commission may be warranted in appointing a board of arbitrators for adjusters to go over this set of claims and ascertain the real facts and essential equities involved. We believe your Commission wishes to do the fair thing but is sometimes hampered in finding out what it is all about.

We therefore recommend consideration of some re-examination by new blood in an open manner. Three finals have already been prepared, each one with a small additional concession, and the year is not yet quite up.

I regret I am to be out of town Tuesday and cannot appear in person, but I am satisfied Mr. Sweeney is being unjustly used and we ask your firm action to assure just settlement.

Yours truly,

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

G B Herington

G. B. Herington, Executive Secretary

GBH/K

May 16, 1928.

Members of the Highway Commission.

Gentlemen:

At the Highway Commission meeting on April 30, the Engineer was instructed to furnish a written report on the claims of J. V. Sweeney for additional compensation on contract No. 825, grading Unit No. 5, Burnt Hill-Chetco River Section of the Roosevelt Highway in Curry County. I have consulted and conferred several times with the resident engineers and division engineer in charge of this work during construction, and in addition have their written reports on the various phases of the work bearing on these claims.

In compliance with your instructions, the following report is submitted taking up Mr. Sweeney's claims in the order used in his letter of March 27, 1928:

Claim No. 1 For board and lodging furnished to state employes during the months of March, April, May and June, 1927. Amount: $70.75.

This claim has not before been mentioned by the contractor and the bills do not appear to have been received. Copies have been requested of Mr. Sweeney and when they are received and checked over, if found correct, arrangements for their payment either by the state or by employes to whom the board and lodging was furnished can be arranged.

Claim No. 2 First Item. For relaying 12-inch pipe culvert at station 278 account of damage by slide. Amount claimed $25.24.

The resident engineer reports that this culvert was not damaged by the slide and was not relaid. The slide buried the inlet end of the culvert and necessitated 56.8 cubic yards of excavation. This excavation was paid for at the contract price for excavation, the payment amounting to $24.65. Payment in this manner for work of this kind is customary and in accordance with the terms of the contract.

Claim No. 2 Second Item. For enlarging inlet excavations for culvert at station 196+25. Amount: $35.26.

The enlarging of this inlet required 8.9 cubic yards of excavation. Payment for this was made at the contract price for excavation, the payment amounting to $34.77.

Claim No. 2 Third Item. For reduction in estimated quantities of culvert pipe after contractor had paid the sub-contractors. Amount: $510.00.

An examination of our monthly progress estimates and final estimates is consistent throughout and show the exact lengths laid and paid for.

Claim No. 2 Fourth Item. For hauling 147 lineal feet of culvert pipe from Brookings to contractor's Camp No. 2. Amount: $70.30.

The pipe referred to in this claim was later taken from the contractors camp by the Collins Pipe Co. and hauled to the Engelhart Camp to fill an order from the Engelhart Construction Co. The benefit of the hauling performed by Mr. Sweeney, therefore, accrued to the Collins Pipe Co. and he should look to that company for reimbursement.

out

Claim No. 2 Fifth Item. For reduction in charge made for 24 feet of 12-inch culvert pipe furnished to the contractor at the Bowers & Bowers Camp (Unit No.1). and for the hauling of that pipe to the site at which it was installed. Amount: (a) Reduction in charge $29.28 (b) Cost of hauling $10.80.

out

This is another claim not previously made by the contractor. In view of the showing made, an allowance of $39.25 is made, but no allowance is made for hauling the pipe, as the cost was no greater than though the pipe had been hauled from Brookings, as the contract price contemplated.

Claim No. 2 Sixth Item. For extra expense involved in extending culverts after they had been completed. Amount: $52.10. OK + %

This is another claim not previously presented. It is not usual practice to allow additional amounts for extensions of culverts, but in view of the fact that these culverts, on account of their location, were hard to get at, an allowance is made of the amount claimed, $52.10, provided it is supported by payroll showing actual disbursements for this work.

Claim No. 2 Seventh Item. For excavating and filling rock drains. Amount: $97.01.

Payment for this work was made at the contract prices for excavation and dry rubble masonry, there being no unit price for rock backfill for drains. The total amount paid for this class of work was $97.17, which is more than the amount claimed.

unit prices - found in est in error

Claim No. 3 For further allowance for clearing and grubbing. Amount: $2,329.00.

There has been allowed on this item 8.34 acres of extra clearing in addition to the 60 feet required by the lump sum bid. This additional acreage is based upon actual measurements carefully checked to be sure that nothing has been omitted. It is equivalent to a 13 foot strip throughout the entire length of the job. In addition to this, the contractor was allowed force account in the amount of

$553.60 (order #4)
$[illegible] for the removal of windfalls and danger trees. There is no reasonable basis upon which any further allowance for clearing and grubbing can be made.

Claim No. 4 For installation of rock crusher to produce broken stone for use in construction of concrete box culverts. Amount: $2,048.81.

The installation of this crusher was wholly at the option of the contractor. It was his purpose to use the screenings from this operation instead of sand, but the screenings would not meet our sand specifications for size and grading and could only be made satisfactory by the use of considerable extra cement. The contractor hoped by this installation to save the cost of hauling sand and gravel from the Chetco River, particularly in the fall and winter months when the hauling conditions would be difficult. Neither the sand nor the broken stone were wholly up to specifications, but both of these were accepted in order to make use of the materials which had been produced. The acceptance of the sand was made with the understanding that the proportion of cement to be used in the concrete be increased 10%. Neither the sand nor the broken stone was rejected by the engineer, but at the contractor's own option. Their use was discontinued after a time and gravel and natural sand were hauled in from the Chetco River.

13.20.99
1345.84
H Hunt

Claim has been made that the concrete yardage was reduced by the elimination of box culverts and the substitution of concrete pipe. This is a fact, and the change was made in order to expedite the work which was falling far behind schedule so as to permit the earlier beginning of grading operations. It should be noted that the contractors prices for culvert pipe were much more profitable to him than his price for concrete in box culverts. The change from box culverts to concrete culvert pipe was very acceptable to Mr. Sweeney and he so admitted at the time, as it was to his advantage to have the reduction in the concrete yardage made.

Claim No. 5 For extra cement used in concrete. Amount: $423.54.

This cement is extra cement which was required to be added in order to produce from the crushed rock, sand and gravel furnished by the contractor a concrete of the strength contemplated in the structural designs and it included the extra cement which was to be furnished by Mr. Sweeney as a condition of the acceptance of the screenings from his rock crusher which were used as sand. There is possibly some question as to whether Mr. Sweeney should be required to bear the cost of all of this extra cement, some of which was used with Chetco River sand and gravel, and in view of this uncertainty, in order to give him the benefit of the doubt, it is recommended that this claim be split fifty-fifty and that the state assume one-half of the cost of the same, or $211.77.

OKd

Claim No. 6 For cost of making excavations for box culvert at Station 247, and of diverting water from natural channel while culvert was in process of construction. Amount: $250.00.

The conditions involved in the construction of this culvert were not at all unusual. Payment for the same has been made in the manner provided in the contract and no further payment is due. Contract prices are necessarily average prices and must apply to unfavorable as well as favorable conditions.

Claim No. 7 For loss on Forster Bros. sub-contract. Amount: $5,845.27.

The basis of the contractor's claim on this item is that because the engineer would not permit the sub-contractors to work in a certain cut at a certain definite time that they abandoned the work and the contractor was unable to relet this particular unit and had to do the work with his own forces by day labor. This is only an ordinary hazard of subcontracting work. The engineer was well within his authority in refusing to alter the suggestion of this cut at that particular time because the materials from that cut were desired for topping on a certain embankment. This claim is rejected.

Claim No. 8 For cost of uphill haul on materials in cut between Station 230 and 235. Amount: $1,000.

In this claim, the contractor has singled out one instance in which a line change has affected him adversely, disregarding entirely those that have operated to his advantage. Whatever extra cost, if any, has been borne by the sub-contractor and has resulted in no extra expense to Mr. Sweeney. The sub-contractor has no claim against either Mr. Sweeney or the state, as he was informed of the line change and of its effect before he undertook the work. As a matter of fact, since this was a high cut and being removed by teams, a large portion of the material a downhill haul anyway.

No allowance

Claim No. 9 For an increase in the quantity of overhaul allowed. Amount: No definite amount.

The quantities of overhaul have been carefully measured and computed and the computations have been carefully rechecked. The contractor is invited to point out specific cases in which the overhaul has been made and not paid for.

No allowance

Claim No. 10 For removing windfalls resulting from the storm of February 3 and 4, 1927. Amount: $1,000.

after clearing 1.2 + acres add.

During a severe coast storm, several trees off the right of way fell on the right of way at the time clearing operations were in progress. It was impossible to definitely segregate the additional cost to the contractor on this account, but the engineer estimated that the extra work was equivalent to 1.304

1.2 A. was 503.09

1.26 acres now allowed.
1.26 / 2.50 acres = 4/10ths

acres of extra clearing which gave him $668.40. This is considered sufficient to fully compensate the contractor, and I would recommend against any further allowance.

Claim No. 11 For an extra allowance of $1.00 per cubic yard for 5000 cubic yards of material placed in fills at Station 195 and 200. Amount: $5,000.

The contractor in his statement infers that he was required to borrow serpentine materials for the construction of this embankment. This was not the case. The serpentine materials were in an adjacent cut which had to be removed in any case. The work at this point was not materially, if any, different from that called for on the plans when the bid was made. This claim is rejected.

Claim No. 12 For the construction of a diversion ditch at Station 198+25. Amount: $156.54.

unit prices govern.

The contract provides that ditches of this kind are to be paid for at the same unit prices as apply to the performance of other work under the contract, and this ditch was so paid for. The payment amounted to $73.50.

Claim No. 13 For additional allowance for the construction of a 12-inch culvert or drain at the toe of the fill at Station 200. Amount: $25.50.

paid in unit prices OK for stock.

This work was paid for at the contract price and no circumstances are involved that would entitle the contractor to any further allowance.

Claim No. 14 For resloping. Amount: $1,454.77.

This is divided into two items, one for resloping cuts at Station 284 and 300 for which reimbursement for $479.76 is asked, and another claim of $955.01. The cuts above mentioned, due to slides, were retaked from 3/4:1 to 1:1 slopes. The yardage involved both in the slide and sloping amounts to 766yards for which the contractor asks the additional sum of $479.76 in addition to the sum of $524.67 which he has received at his unit prices. This extra claim is equivalent to about 65 cents per yard, which is out of all reason. It should be noted that there is a certain proportion of sloping required in all work and because the amount of sloping required for this particular yardage is in excess of average conditions, the principle of paying for this resloping is accepted, provided the claim is reduced to reasonable proportions. It should be noted that Washburn & Hall took a contract for removal of slides on the adjoining units in which a certain amount of resloping was required. Their bid on these three units averaged 63 cents per cubic yard or 4 cents less per yard than Mr. Sweeney received, and they did this work without any allowance for resloping.

Claim 13 - N 20.25 Blind drain at culvert at Sta 298.
OK.

The current part of this claim amounts to $000.00. This is claimed to be the balance which was not allowed for clearing in 1937. This claim was disallowed for the reason that it covers a large part of the work which was done during the dry period between July 20 and August 10 when the material was dry and could be handled readily. Some restaking was allowed during the spring months of 1937 when the material was wet and difficult to handle with brush. As in the case above, I believe that restaking should be allowed in principle, provided the cost is held to a reasonable figure in proportion to the total yardage handled, and would be willing to consider this claim further on that basis.

Claim No. 14. For maintaining a watchman to keep ditches and culverts open during the winter of 1936 and 1937. Amount: $150.00.

The contract provides that during the winter when the work is closed down, the contractor must keep all ditches and culverts open and must otherwise look after and protect the work against damage and deterioration. There is no basis upon which any part of such work can be allowed by the state.

Claim No. 15. For construction of a drain ditch at Section 10. Amount $000.00.

This ditch was paid for at contract prices, the total amount paid being $000.00.

Claim No. 16. Additional allowance for culvert construction work at Section 10. Amount $000.00.

Culvert construction work was paid for at the contract prices and no conditions were involved which would entitle the contractor to any further allowance.

This contract was let on July 8, 1936. The date of completion was September 15, 1936. The work was not completed at that date, and by change orders granted up time to June 15, 1937, the second extension to August 15, 1937. The job was finally completed on September 8, 1937, eight months behind scheduled contract time. This delay interfered seriously with the surfacing contractor.

This reverts to the note it necessary to have three different engineers on the job which is a cause of complaint by the contractor. Test their orders and instructions were conflicting and caused the contractor extra expense to finish.

Very truly yours,

State Highway Engineer.

Enclosure

STEPHEN W. MATTHIEU

ATTORNEY AT LAW

May 25, 1928

Stephen W. Matthieu,
Attorney at Law,
Mohawk Building,
Portland, Oregon.

P R 119-6

Dear Sir:

We have your letter of the 24 th instant inquiring as to the status of payments to the J. W. Sweeney Construction Company for the grading of Unit 3 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway.

In reply will say that some time ago we prepared final estimate to cover this work, the amount of which exceeds the sum of $3000.00 which, you state, Mr. Sweeney is willing to assign to the Collins Concrete Pipe Company. You will, therefore, understand that the J. W. Sweeney Construction Company has in excess of $3000.00 coming to them at the present time.

The next payment to the Sweeney Construction Company will undoubtedly be for the balance due on the contract including all retained percentages. As it is contrary to the policy of this department to honor assignments of only a part of an estimate it will be necessary for the Sweeney Construction Company to assign all of their part payment or none of it. Any assignment that is given must be accompanied by the written consent of the surety on the bond furnished by the contractor. Unless this is done, the assignment can not be honored in this office. In the event that the surety company objects to the assignment, then it will either be necessary for us to mail the final warrant direct to the Sweeney Construction Company or mail it to some bank, as he may direct. Instructions could then be given to the bank to make distribution of the amount in accordance with your agreement with Mr. Sweeney. In other words, the bank could pay you the $3000.00 agreed upon, turning the balance over to the Sweeney Construction Company. To handle the matter in this manner we must have a letter from the Sweeney Construction Company to that effect.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
MOHAWK BUILDING
PORTLAND OREGON

24 May 1928

MAY 25 1928
STATE

State Highway Commission
Salem Oregon

Gentlemen :

A few days ago I filed an action against Mr J W Sweeney and Mr Fred Sparth, co-partners doing business as the J W Sweeney Construction Company, and their bondsman, on behalf of the Collins Concrete Pipe Company for materials furnished in connection with the building of Unit No 3 of the Burnt Hill-Chetco River Section of the Roosevelt-Coast Highway in Curry County, Oregon.

Mr Sweeney has suggested that as part settlement of the pending action he would be willing to give my client an assignment of $3000.00 of the money now due him from the State Highway Commission. I understand that there is some dispute as to the amount the J W Sweeney Construction Company is entitled to but that something in excess of $3000.00 is undisputed. If so, we would probably be willing to accept an assignment of that amount. Please inform me as to the status of the account between the J W Sweeney Construction Company and the State Highway Commission as to whether there are funds admittedly available in the amount of $3000.00 which could be assigned by the J W Sweeney Construction Company.

Very truly yours

Stephen W Matthieu

SWM:R

3,392.65 - : amy la - kind to do it
this may be carried by commission payments.
SWM 5/26/28

ANSWERED
H. B. G.

#835
PPA-3
PR 119- #3

May 12th, 1926

J. W. Sweeney Construction Co.
156 Kingston Ave.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of notice of claim of the Collins Concrete Pipe Company against you in the sum of $5,712.75, being for materials furnished you in connection with your contract for the grading of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

You will notice that this corrects a former claim filed by this company against you in the sum of $5,961.91.

Your early attention to this matter will be appreciated.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

JS

May 12th, 1928.

American Surety Co. of N.Y.
W. J. Lyons, Agent,
Town Building.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of notice of claim of Collins Concrete Pipe Company against J. W. Sweeney Construction Company, being in the sum of $3,712.75 for materials furnished them in connection with their contract for the grading of Unit #8, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

You will notice that this corrects a former claim filed by this same company in the sum of $3,981.91.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by the J. W. Sweeney Construction Company in this instance.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. D. Claisyer
Chief Clerk

JB

May 12th,1928

Mr. Sam A. Koser,
Secretary of State,
Building.

Dear Sir:

Attention: Mr. M. J. Haas.

This is to acknowledge receipt of your letter of the 8th inst. enclosing notices of claim of the Collins Concrete Pipe Co. against J. W. Sweeney Construction Company, being in the sum of $5,712.75 for materials furnished them in connection with their contract for construction of Unit No. 5 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County. We notice that this corrects a former notice filed April 20, 1928 in the amount of $5,981.91.

Please be advised that we are today forwarding copies of this corrected notice to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Olaimyer
Chief Clerk

JS

SALEM

May 8, 1928

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Stephen W. Matthieu, Atty., Portland, Oregon, and filed as of this date, a notice of claim by Collins Concrete Pipe Company, for material furnished in the sum of $3.712.75 together with interest from January 1, 1927, against the bond taken from J. W. Sweeney Construction Company, principal, and the American Surety Company of New York, surety, for work in connection with the construction of Unit No. 3 of the Burnt Hill-Chetco River section of the Roosevelt Coast Highway in Curry County, Oregon. This notice corrects a former notice filed April 20, 1928 in the amount of $3,981.91.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

L

Portland, Oregon, May 7, 1928.

To: The State of Oregon, Sam A Kozer, Secretary of State,
The State Highway Commission of Oregon, J W Sweeney,
Fred Sparth, and/or J W Sweeney Construction Company,
and American Surety Company of New York

Notice is hereby given that the undersigned Collins Concrete Pipe Company, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, has a claim for materials and supplies--consisting principally of concrete pipe--furnished, in the sum of $3,712.75, together with interest from the 1st day of January, 1927, against the bond taken from J W Sweeney and Fred Sparth and/or J W Sweeney Construction Company, as principal or principals, and the American Surety Company of New York, as surety, for work of the principal in connection with the construction of Unit No 3 of the Burnt Hill-Chetco River Section of the Roosevelt-Coast Highway in Curry County, Oregon.

COLLINS CONCRETE PIPE COMPANY

By STEPHEN W. MATTHIEU
Its Attorney

ENDORSED:

File No. 735
Filed May 8, 1928, SAM A. KOZER, Secretary of State.

#835

8 [illegible]-3

PR 119 #3

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
MOHAWK BUILDING
PORTLAND OREGON

7 May 1928

OREGON
STATE HIGHWAY COMMISSION

State Highway Commission of Oregon
Salem Oregon

Gentlemen:

I am herewith enclosing an original notice of claim on behalf of the Collins Concrete Pipe Company against J W Sweeney and Fred Sparth and/or J W Sweeney Construction Company and bondsman in connection with material furnished for use in Unit No 3 of the Burnt Hill-Chetco River Section of the Roosevelt-Coast Highway in Curry County, Oregon. This notice corrects a former notice contained in my letter of April 19th, 1928. Kindly place the same on file.

Very truly yours

Stephen W Matthieu

SWM:R
enc

NOTED

#835

8-31-3

PR119 #3

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
MOHAWK BUILDING
PORTLAND OREGON

7 May 1928

OREGON
STATE HIGHWAY COMMISSION

State Highway Commission of Oregon
Salem Oregon

Gentlemen:

I am herewith enclosing an original notice of claim on behalf of the Collins Concrete Pipe Company against J W Sweeney and Fred Sparth and/or J W Sweeney Construction Company and bondsman in connection with material furnished for use in Unit No 3 of the Burnt Hill-Chetco River Section of the Roosevelt-Coast Highway in Curry County, Oregon. This notice corrects a former notice contained in my letter of April 19th, 1928. Kindly place the same on file.

Very truly yours

Stephen W Matthieu

SWM:R
enc

Portland, Oregon, May 7, 1928.

To: The State of Oregon, Sam A Kozer, Secretary of State,
The State Highway Commission of Oregon, J W Sweeney,
Fred Sparth, and/or J W Sweeney Construction Company,
and American Surety Company of New York

Notice is hereby given that the undersigned Collins Concrete Pipe Company, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, has a claim for materials and supplies--consisting principally of concrete pipe--furnished, in the sum of $3,712.75, together with interest from the 1st day of January, 1927, against the bond taken from J W Sweeney and Fred Sparth and/or J W Sweeney Construction Company, as principal or principals, and the American Surety Company of New York, as surety, for work of the principal in connection with the construction of Unit No 3 of the Burnt Hill-Chetco River Section of the Roosevelt-Coast Highway in Curry County, Oregon.

COLLINS CONCRETE PIPE COMPANY

By Stephen W Matthieu
Its Attorney

PR #119
Unit #3

May 3, 1928.

Collins Concrete Pipe Co.,
430 River Street,
Portland, Oregon.

Gentlemen:

Reference is made to your inquiry by telephone in regard to our final settlement with the J. W. Sweeney Construction Company in connection with the grading of Unit 3 of the Barnt Hill-Chetco River Section.

Our final estimate for this work was tendered to Mr. Sweeney on March 6, and called for a final payment of $5,382.65. This final estimate has not been accepted by Mr. Sweeney, however, and he has requested consideration by the State Highway Commission of a number of claims for extra compensation. We have no idea as to when a settlement with Mr. Sweeney may be effected.

The facts in regard to Mr. Sweeney's claim for $70.20 against you for the hauling of 147 lineal feet of eighteen inch culvert pipe from Brookings to his Camp #2 are as follows: This pipe was hauled by Mr. Sweeney with the expectation that it would be required for culvert construction on his portion of the work, but it later developed that this pipe would not be required. The pipe was then picked up by your men and taken on to the Englehart Camp, and there installed in the work. You have undoubtedly received payment from the Englehart Construction Company for this pipe, and for its delivery from Brookings, but Mr. Sweeney has received no compensation for the hauling of the pipe from Brookings to his Camp #2, which hauling operated to your benefit.

Mr. Sweeney is undoubtedly entitled to compensation for the part of the hauling of this pipe which he performed, and inasmuch as your company derived the benefit of that work, it is our opinion that you are under obligation to make payment for it.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

#835
FPA-3

PR119a

April 24,1928

Hon. Sam A. Kozer,
Secretary of State,
Building.

Dear Sir:

This is to acknowledge receipt of yours of the 20th inst. enclosing copies of notice of claim of the Collins Concrete Pipe Co. in the sum of $5901.91 against J. W. Dunnagy Construction Company, being for materials and supplies furnished in connection with their contract for construction of Unit No. 5, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Please be advised that we are today forwarding copies of this claim to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

M. D. Glaisyer
Chief Clerk.

JS

April 24, 1928

American Surety Co. of N. Y.
W. J. Lyons, Agent,
Yeon Building,
Portland, Oreg.

Gentlemen:

Enclosed herewith please find copy of notice of claim of the Collins Concrete Pipe Company of Portland, Oregon, for materials and supplies furnished J. W. Sweeney Construction Company in the sum of $[illegible], in connection with their contract for the construction of Unit #2, Round Hill-Chetco River Section of the Roosevelt Coast Highway, Curry County.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by the J. W. Sweeney Construction Company in this instance.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Claiayer
Chief Clerk.

JS

April 24,1928

J. W. Sweeney Construction Co.
155 Kingston Ave.,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of notice of claim of the Collins Concrete Pipe Company against you in the sum of $3061.91, being for materials and supplies furnished you in connection with your contract for the construction of Unit #3 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Your early attention to this matter will be appreciated.

Very truly yours,

Ray A. Klein
State Highway

By

H. B. Claisyer
Chief Clerk.

JS

C. N. LAUGHRIGE
DEPUTY SECRETARY

...E OF OREGON
DEPARTMENT OF STATE
SALEM

#83

3

April 20, 1928

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Stephen W. Matthieu, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Collins Concrete Pipe Company, for materials and supplies furnished in the sum of $3981.91 against the bond taken from J. W. Sweeney or J. W. Sweeney Construction Company, principal, and the American Surety Company of New York surety, for the work of construction of Unit No. 3, of the Burnt Hill-Chetco River Section of the Roosevelt Highway in Curry County, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By N. J. Haas

L

W. J. Lyons, Agent

Portland, Oregon, April 19, 1928

To: The State of Oregon, Sam A. Kozer, Secretary of State, State Highway Commission, J. W. Sweeney, J. W. Sweeney Construction Company and American Surety Company of New York:

Notice is hereby given that the undersigned Collins Concrete Pipe Company, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, has a claim for materials and supplies --consisting principally of concrete pipe-- furnished, in the sum of $3981.91 (the same being a balance due) against the bond taken from J. W. Sweeney and/or J. W. Sweeney Construction Company, as principal or principals, and the American Surety Company of New York, as surety, for the work of the principal in connection with the construction of Unit No 3 of the Burnt Hill-Chetco River Section of the Roosevelt Highway in Curry County, Oregon.

COLLINS CONCRETE PIPE COMPANY

By STEPHEN W. MATTHIEU
Its Attorney

ENDORSED
File No. 732
Filed April 20, 1928, SAM A. KOZER, Secretary of State.

PR 119 #3

April 24, 1928

J. W. Sweeney Construction Co.,
155 Kingston Ave.,
Portland, Oregon.

Gentlemen:

Replying to your inquiry of the 22nd inst. wish to say that the Collins Concrete Pipe Company did not submit an itimized statement showing how they arrived at the total of $3,981.91. They gave a simple statement to the effect that the claim was for material and supplies consisting mostly of concrete pipe furnished.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

f 8 A-3
5735

DAN SHEARER, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

~~BROOKINGS~~, OREGON

Portland, April 23, 1928

Roy Klein,

State Highway Engineer,

Salem, Oregon.

Dear Sir:-

Relative to claim of Collins Concrete Pipe Co. we would like a copy of itemized bill to see how they arrive at this amount of $3,981.91.

Yours truly,

J.W.Sweeney Construction Co.

By J.W. Sweeney

Collins Conc. Pipe Co. claim is for $3981.91 and states is for materials and supplies consisting mostly of concrete pipe furnished.

Gn.-119

R
APR 24 1928
STATE H

ANSWERED
H. B. G.

#835
80a-3
PR 119 #3

...ENT

April 30th, 1928

J. W. Sweeney Construction Co.
186 Kingston Ave.
Portland, Oregon

Gentlemen:

This is to inform you that we are today in receipt of notice of the claim of the Collins Concrete Pipe Company in the sum of $2661.91 being for material furnished you in connection with your contract for the grading of Unit #2 Round Mill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Your early attention to this matter will be appreciated.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

E. R. Glaisyer
Chief Clerk

ERG:JS

GNT

April 20th, 1928

Mr. Stephen F. Matthies,
Attorney at Law,
Edwards Building,
Portland, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of the 19th inst. in which you enclose notice of claim of the Sullins Concrete Pipe Co. in the sum of $2031.92 against J. W. Sweeny Construction Company, being for materials furnished this company in connection with their contract for the grading of Unit No. 2 of the Mount Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, state highway contract No. 635.

We are passing along this information to the Sweeny Construction Company and surety on their bond, which is the American Surety Company of N. Y., W. J. Lyons, Agent, Yeon Building, Portland, Oregon.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

HBG:JS

April 20th, 1928

American Surety Co. of N.Y.
W. J. Lyons, Agent,
Yeon Bldg.
Portland, Oregon.

Gentlemen:

This is to inform you that we have today received notice of the claim of the Sullins Concrete Pipe Co. in the sum of $3981.91 being for material furnished the J. W. Sweeney Construction Company in connection with their contract for the grading of Unit #1, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

This information is given you as you appear as surety on the bond furnished by J. W. Sweeney Construction Company in this instance.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glasgow
Chief Clerk

HBG:JS

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
MOHAWK BUILDING
PORTLAND OREGON

19 April 1928

State Highway Commission
Salem Oregon

Gentlemen:

I am herewith enclosing an original notice of claim on behalf of the Collins Concrete Pipe Company for material furnished to J W Sweeney and/or J W Sweeney Construction Company and their bondsman, in connection with material furnished for use on the Burnt Hill-Chetco River section of the Roosevelt Highway in Curry County, Oregon.

Very truly yours

Stephen W Matthieu

SWM:R
enc

ANSWERED
H. B. G.

EMT

Portland, Oregon, April 19, 1928

To: The State of Oregon, Sam A Kozer, Secretary of State, State Highway Commission, J W Sweeney, J W Sweeney Construction Company and American Surety Company of New York:

Notice is hereby given that the undersigned Collins Concrete Pipe Company, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, has a claim for materials and supplies--consisting principally of concrete pipe--furnished, in the sum of $3981.91 (the same being a balance due) against the bond taken from J W Sweeney and/or J W Sweeney Construction Company, as principal or principals, and the American Surety Company of New York, as surety, for the work of the principal in connection with the construction of Unit No 3 of the Burnt Hill-Chetco River Section of the Roosevelt Highway in Curry County, Oregon.

COLLINS CONCRETE PIPE COMPANY

By Stephen W Matthieu
Its Attorney

Form 39—B-6302—1M—5-27.

PR 119 #3
NOTED

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date April 16, 1928

Job Name Brunswick Chetco River grading

Week from April 8 to April 14

Mail Address Gold Beach "

Highway Roseburg-Crescent

Telegraph or Telephone Address "

County Curry Job Prefix 2PF-3

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Remeasured entire clearing area on JW Lorenzo job this day, finishing up and gave Lorenzo certificate on completion. Checked extra acreage additions to 0.09 A with quantity entered thereon.

RECEIVED
APR 18 1928
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed D C Edmunds

Title Asst Engr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

PR #119
Unit #3

OREGON STATE HIGHWAY COMMISSION

GRANTS PASS, OREGON

April 11, 1928.

Mr. W. E. Chandler
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

In reply to your inquiry of April 9, regarding payment to the J. W. Sweeney Company for meals furnished A. J. Ford we wish to say that we have no record of any payments being made to the Sweeney Construction Company for Mr. Ford's meals. Also, our records show that on the April and May payrolls for 1927 deductions of $5.00 and $20.00 respectively, were made from Mr. Ford's salary.

The payment to the Sweeney Construction Company for meals furnished are as follows:

October, 1925	187 meals @ 41 2/3¢	$ 69.87
November, 1925	265 meals @ 41 2/3¢	109.58
December, 1925	256 meals @ 41 2/3¢	106.67
January, 1926	270 meals @ 41 2/3¢	112.50
February, 1926	241 meals @ 41 2/3¢	100.42
March, 1926	42 meals @ 41 2/3¢	17.48
April, 1926	16 meals @ 41 2/3¢	6.67
August, 1926	15 meals @ 41 2/3¢	6.25
Sept. 1926	12 meals @ 41 2/3¢	5.00
Oct. 1926	3 meals @ 41 2/3¢	1.25
		$ 535.40

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

19xx

April 9th, 1928.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Mr. Sweeney has advised this office that board and bed furnished Mr. Ford at his camp #1 on the Burnt Hill-Chetco River Section, Unit #3, to the amount of $57.00 has never been paid.

Our records show that deductions for board was made on the April and May payroll for 1927 of $8.00 and $30.00 respectively. Will you kindly advise if this amount was paid Mr. Sweeney. Also advise if any other payment for board has been made to Mr. Sweeney.

Yours truly,

WM. E. CHANDLER
Division Engineer

By Chas. E. Low
Chas. E. Low
Office Engr.

CEL/F

FORM 28 A1073 500 7-26

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

April 9,1928

RECEIVED
APR 10 1928
GRANTS PASS DIV. OFFICE

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:-

In reference to your letter of April 3d. in which you request my version of the claims of the J. W. Sweeney Cons't.Co. in connection with their work in Curry County. My answers are as follows;

Claims #1 to 3 inc.,I know nothing about.

Claims #4 to 8 inc.,I am not very familiar with but I am sure the crushed rock in claim #4 was not rejected and the fines were allowed if sufficient cement was used to bring the strength up to standard.

In claim #7,I asked Mr.Sweeney why he did not get started sooner,he advised he could not do so due to the contract he held with the Station men. This was about the 1st.of Nov.1926.

He was anxious to remove the slides at his price.

Claims #9 and 10 I am not familiar with.

Claim #11. The grade was raised in the blue cut about station 191 to 198 in order to reduce this kind of excavation and additional material was obtained from the south side of the fill about station 199 to 202. I am not sure if the line was changed in this place or if the slopes were flattened. I know of no unusual conditions other than could be expected in that country or in casese where there are slides in fills. It was a large fill and on steep ground. All rock material available was used.

Claims #12,13 and 14 I know nothing about.

Claim #15. There was a man at camp after the work was shut down during the winter of 1926 and 1927, but do not know how much time he put in on the road. The job as a whole was not accepted so I presume it part of his work.

Claims #16 and 17 I know nothing about.

This may help to clear up some of these items.

Very truly yours,

H. Armstrong R. E.

FORM 3 B3606 1M 6-27

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
C. E. GATES, MEDFORD
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

RECEIVED
APR 10 1928
GRANTS PASS DIV. OFFICE

Lowell, Oregon, April 9, 1928

Mr. Wm. E. Chandler,
Division Engineer,
Grants Pass, Ore.

Dear Sir:- The following are my comments on the letter of Mr. Sweeny to the Commission copy of which you sent me the other day . In order tocheck some of the items a little more intelligently I went to Salem and went through part of the notes, those having any bearing on the points in dispute , with the aid of Mr. McCallister, so can answer most of the points very well.

The numbers of the paragraphs following refer to the numbers of the paragraphs in Mr. Sweeney's letter.

1. As these bills were claimed to have been contracted in 1927 I have no knowledge of them.

Pipe Sta 273

2. As I remember this the upper end of the pipe was in original excavation with about a five foot cut and after aheavy rain the ground above the road became saturated causing the cut bank to slide in filling up the intake. It was then out [illegible] the excavation so as to take in [illegible]

The notes show an excavation of 36.8 cu .yds at 67 cts equals $ 24.65
His claimed cost is $ 35.24.

Intake Sta 198 plus 25.

At this point intake was retaked to larger dimensions and 51.9 cu.yds exc. allowed which would amount to $ 34.77. His claim is for $ 35.26.

Differences in length of pipe on estimates.

Here he claims that the Engineer's estimate submitted shows that there was at one time 1462 lin.ft of L2" pipe on which basis he paid the subcontractors and that the final shows only 1310 lin. ft. I looked up all the monthly estimates and find no one carrying more than 1311 lin. ft.

In the 24" size he claims an estimate of 582 linear ft. while final estimate shows only 564. This is correct but he was paid for 15 linear feet of 30 in pipe in the place of the 24 inch. This happened in this way - When this pipe was laid not enough 24" pipe was on the ground or in Brookings to complete the culvert and pipe contractors had finished and dismantled their plant. As there was plent of 30 inch pipe on hand I told the contractors they could lay 30 in pipe on the lower end of the culvert in lieu of the 24" but I could pay them only for 24" so the monthly estimate was made accordingly. Later we decided to allow them full price for the 30 " so 18 feet was deducted from the estimate of the 24" and 15 feet added to the estimate for 30 " pipe. These were the actual measurements of the pipe on checking on the ground

Due to changesin the amount of pipe a surplus of 147 feet was found and this was hauled as he says to Engleharts job . As he bought his pipe in Brookings and hauled it himself and as Engelhart bought his pipe from the same place but delivered on to the job and as Engelhart paid Collins the pipe contractor for this pipe, the charge which Mr. Sweeney has properly should have

...GUBY, BAKER, CHAIRMAN
...VAN DUZER, PORTLAND
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ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

been against Collins and Mr. Sweeney should have seen that it was taken care of when he settled up with Collins. However I understand that the State paid for pipe left over on Unit no.1 ,then possibly would have had to paid for this if it had been left on the ground and since we failed to get Collins to deduct this claim of $ 70.20 from Mr. Sweeney's account ,we may be obligated in this amount .

He also claims that he had to haul pipe back on to the work from Engelhart's Camp to extend the pipe at sta 199 plus 62. If this pipe was extendee then it was done under force order no.6 which was after I left the job . I could not tell much about this but it appeared from the estimates that $ 2.72 per foot was the amount paid Bauer for surplus pipe and sinceethis came from that stock Mr. Sweeney was charged with this amount and presumably paid contract price therefor in the work. This is a question that probably Mr. Johnson knows more about than I do.

Culverts originally staked too short.

All culverts were staked apparently long enough but on account of excess material in places it was advisable to lengthen several . It has always been customary fror the contractor to lengthen pipe being paid therefor at the contract price although there may be some extra cost over what it would have cost had the full amount been laid at one time . The difference should not be very great however. In this case I find that 30 lin.ft. of 12" pipe,18 lin. feet of 18" and 3 feet of 30 in pipe were laid under these conditions. He claims an extra cost of $ 52.10. The total amount which he received for this extra pipe was $ 162. His total cost of the pipe laid down on his job should not have exceeded $ 117 . The difference $ 45 had to pay his profit and cost of laying so under this item he probably has a good claim.

Excavating and filling rock drains.

Under this item he claims a cost of $ 87.81 . Against this the estimate shows the following items for rock drains

Sta 138	11.4 cu.yds excavation	2.6 c.y. Dry Rubble Mas.
" 141	11.2 "	1.1 "
143 plus 35		2.2 "
293	3.0	3.0
311	[illegible]	0.6
366	6.0	

making a total of 31.6 c.y exc. and 9.5 cu.yds dry rubble masonry amounting to $ 97.17 which he was paid under this heading

3. Clearing and grubbing. A remeasurement of this will show that no more than the amount allowed was cleared and in fact will show less as our revised estimate gave him full 60 feet clearing and paid him extra for all fill and cut slopes outside of the 60 foot right of way while in many cases the full 60 feet was not cleared eit being expected that the amount saved therein would be deducted from the extra clearing ,that being an agreement between the contractor and the resident engineer,which was an agreement to the advantage of both the contractor and the State as that under it the State would have had a lesser bill and the contractor would not have to clear some heavy clearing which would

...UBY, BAKER, CHAIRMAN
...VAN DUZER, PORTLAND
C. E. GATES, MEDFORD
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

have cost him more than he was receiving for it. Now on account of his claiming so much extra cost we have allowed him his full clearing plus his extra and still he wants more.

4. This crusher installation was about as he says except that he fails to state the whole truth in that at the time the amount of yardage in the culverts was reduced he was just as anxious to have it cut down and more so than we were. We reduced the sizes as in our judgment smaller sizes would answer the purpose and he wished t hem red uced as the amount he would make off of the extra amount of 30 " pipe would be much more than he could make off the culverts as they whre hard to get in and were probably all placed at little profit if any. Note in this connedction that he received $ 10 per foot for 30 in.pipe while the adjoining contract had a price of $ 5.50 if I remember correctly.

5. Extra cement.

The field notes show that a total of 2690 sacks of cement were used in the ~~first~~ 361.81 cu.yds of concrete . If it is assumed that 6 sacks is a proper allowance to be used per cu.yd. then he used 519 sacks more than what an ordinary 1:2:4 mix would take. This was ordered by the inspectorss in an effort to get a concrete of proper strength and was arrived at by use of Abram's formulas. At one time however the contractor agreed to use 10 per cent additional cement in consideration of the use of the sand from the crushed rock noted in paragraph four. It is difficult at this time to tell just what proportion of the sand referred to above was used so it would be impossible to figure just on what the 10 per cent would be figured. On the other hand all the excess cement was used because of the fact the rock and sand used required the use of additional cement in order to get the proper strength. If sand and gravel from Brookings had been used ther would have been very little extra used.

In order to help him on this item and since it is impossible to figure the 10 per cent which he agreed to use I think his claim is just . Note that our figures show 2690 sacks used when 6 sacks per yd. would be only 2171 sacks a difference of 519 sacks.

6. Rock Approach to culvert.

I do not know of any special work in taking out the inlet to this culvert but I presume that he means the extra work involved in excavatindg for the culvert itself as a flume had to be constructed to take the water out while culvert was being built and there was some solid rock excavation the remainder being boulders. There is no doubt that this excavation cost much more than the price he received for it . It was impossible to give him a volume of excavation much in excess of the actual amount excavated but I believe he was given all the yardage we could measure up.

7. Interference.

At this point there were three cuts ,two on either end of the work of good size and one at 246 of about 900 cu.yds as ~~s~~crossectioned. All this material was to go in the fill between sta245-247 . The north cut was in fairly dry and good material and there was no reason why it could not have been worked whenever the weather was such that any work was done. The south cut became saturated and while it was it this condition the subs started a trap tunnel against my advice and threw up the job before they finished it. A greater part of the time that they were working the tunnel they might have been to work in the north cut. I would not allow them to open the 900 yds at 246 as I wanted

...BY, BAKER, CHAIRMAN
...VAN DUZER, PORTLAND
...E. E. GATES, MEDFORD
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

to save it to top the fill with and also I wanted to wait and see just how much would be needed to complete the fill after the others were out and I could stake the small cut at such a slope as would give the proper amount. Mr. Sweeney made no objection to my holding this cut at the time and in fact did not care as he realized as well as I did that if the subs had been allowed to work out the small dry shell rock cut,when it was finished they would deman d a settlement and leaveas they would have completed the part of the work on which they could make money. The actual cause of the subs leaving was not due to any interference on my part but to the subs own realization that they could not make any money on the work at the figures at which the y had it.

8. Change in haul.

This change in alignment was made before the sub contract was let and the sub advised of the effect when he came on the job to go to work. The effect of the change in alignment at this point was to increase the amount of up hill haul on the part of the line which was subcontracted but eliinated it almost completely from the adjoining stations 230-240. ,So that while the sub contractor's up hill haul was increased the general contractor's up hill haul was very materially decrrased. This shows up very plainly by a comparison of the original and final profiles.

9. I do not think any mistake has been made in ov rhaul as all the work I did figuring overhaul was carefully done . I did not look into the overhaul when in Salem but if it becomes necessary some of the places where there is an apparent reduction could be refigured. If Mr. Sweeney claims that the points limit of haul are wrong,it can be answered that no work was started by him until he had a revised distribution sheet which sheet checked very closely with the final distribution.

10. As I told you I allowed 10 feet extra width of Clearing and grubbing from about sta 320 to end of job which amounted to practically $ 500 which amount was all I considered wasdamage done by storm. Even if it was decided to give him $1000 for this he would only have $ 500 coming .

11. The point of this paragraph is that we made him make a fill from a material that was costly to move and that we should have allowed him to make it frim good material. One would infer from the tone of this that we made him borrow in bad material when as a matter of fact the only bad material move here were the cuts which had to be taken out in any case whether the fills were made from them or not. I tried to help him some by raising the grade in the first cut north and borrowing in good rock point to the south. Perha-s that is what he means when he says the slope stakes ere being continually changed. I know of no other change while I was there.

12. Drain Ditch.

This ditch was paid for on excavation price and for which he received 109.4 cu.yds at 67 cts or $ 73.30. This goes back to the question of whether a contractor should be paid force account on any work which happened to cost him more than he is being paid for it. There is no wuestion but t at these ditches are a part of the contract and are su posed to be paid for on a unit price basis.

...UBY, BAKER, CHAIRMAN
...AN DUZER, PORTLAND
...E. E. GATES, MEDFORD
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

13. Extra work Sta. 200.

This is a similar claim to no. 12 in that a 12" culvert pipe was laid in the bottom of a fill(before constructing the fill) and was paid for on a unit price basis.

He was paid	16.8 cy. Exc		$ 11.26
	90 ft 12" pipe	2.00	180.00
		Total paid	191.26

He claims $ 203.30.

14 . Resloping.

Cuts at Sta 284 and 300 were finished and due to sliding were restaked from 3/4 to 1 to 1 slope . It was only the cut at sta 300 that was restaked at the time in question although there were a couple of small slides at sta 284 which were cleaned out at this time. The total amount of the slide and difference between 3/4 slope and 1 to 1 slope at 300 was 768.2 cu. yds. for which he received at 67 cts $ 524.67 . Practically the entire resloping cost was in this cut and his claim of $ 499.76 looks entirely too large . I remember one job I was on once in which the bulk of the yardage on the entire contract was made up of just such sections and the contractor made money ann a price of 40 cts per yard. I think something should be allowed for resloping this cut and in my judgment an allowance of 20 cts per yard would not be unreasonable from the contractor's standpoint.

15. During 1926 no work was performed by the contractor that was not covered by the contract. During the time that I was there no work order for such work was ever given but he was ordered to keep dithes open and culverts clear as per his contract.

16. I do not know anything about this ditch and I could find no note of it in any of the notes.

17. This was all done after I left the job.

The above is a true account of the points under controversy according to my best knwledge and judgment.

Respectfully submitted

H. R. Libby

PR*49
Unit *3

OREGON STATE HIGHWAY COMMISSION

April 4, 1928.

Mr. W. E. Chandler
Division Highway Engineer
Grants Pass, Oregon.

Dear Sir:

In accord with the request in your letter of April 3, we are sending herewith copies of correspondence pertaining to J. W. Mooney's claims for extra compensation in connection with his contract for the grading of Unit 3 of the Burnt Hill-Chetco River Section, in which correspondence you will find a copy of your previous report to us in regard to these claims.

The enclosed copies of correspondence need not be returned to us as we have other copies for our files.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP
Encls.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

April 3rd, 1928.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

This office made a report on the J. W. Sweeney Construction Company claim some time ago and sent it to Salem. It appears we do not have a copy of this report in this office.

Will you kindly send copy of this report at your convenience.

Yours truly,

Wm. E. Chandler
Division Engineer.

WEC/F

FORM S-B-1 S-6004 500 9-27

COMMISSIONERS
N. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, RENO

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

April 3rd, 1928.

J. W. Sweeney Construction Company
155 Kingston Ave.,
Portland, Oregon.

Gentlemen:-

Notice in your bill of claims to the Highway Commission dated March 27th, 1928, claim #1 "Board furnished State Employees," No claim for board, tents and bedding such as you state you furnished during March, April, May and June in 1927 has ever been presented for payment at this office according to our records.

If these are just claims that have been overlooked, will you please send copies of them at your early convenience and they will be promptly paid, if, as you state, they are just claims.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
cc—Roy A. Klein

CONTRACT# 835,

PR 119 Burnt Hill-Chetco River 1925-1927
Unit No. 3
835 Folder # 1

J. W. SWEENEY, Mgr. DAN SHEARER, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

BROOKINGS, OREGON

Portland, March 27, 1928.

To the Honorable Highway Commission,

State of Oregon.

Gentlemen:-

After repeated failures to obtain an equitable settlement covering the construction of Unit 3, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway, Contract No.835, I am appealing to your Honorable Body for hearing those phases of the work whih are in controversy. We wish only that which we are justly entitled to, and which any contractor should rrasonably be expected to receive on work of this character.

The matter of difference will be briefly referred to hereunder and we shall gladly submit proof of any claim made herein.

1. Board furnished State Employees. Board, tents and bedding were furnished during March, April, May & June, 1927, for State Employees engaged in Engineering and quarry prospecting work. Bills in the amount of $70.75, showing names and dates have been submitted to the Highway Department, but no payment has been made.

2. Culverts. At Station 272 a 12" culvert was staked out in bad ground. The pipewas laid and later was damaged by slides, blocking the inlet and destroying the alignment, which necessitated relaying at a cost of $35.24. We request this item be covered by force account, which is the usual method of payment for such work.

At Station 198-25 we excavated according to the Engineers stakes a culvert intake. After the work was completed and our forces moved from the site of the work, the Engineer restaked the in-

take to larger dimensions. This additional work was done at a cost of $35.26, for which amount we rendered bills, but have received no payment thereon. We submit that work of this character should be classed as extra work and paid for accordingly.

The Engineers' estimates submitted, which are the basis of payment to subcontractors, shows

1462 lin. ft. 12" culvert pipe @ $2.00 per foot	$2,924.
582 lin. ft. 24" culvert pipe @ $6.00 per ft	3,492.
Total	6,416.

After installation of the pipe and payment to our employees, on the basis of Engineers' estimates, for said pipe, the purported final estimate, as a basis of payment to ourselves, shows,

1311 lin.ft.. 12" culvert pipe @ $2.00	$2,622.00
564 lin. ft. 24" culvert pipe @ $6.00	3,384.00
Total	5,906.00

The difference between the amounts is $510.00, which we submit is a just charge against the work, as it represents our out of pocket expense, as a direct result of conflicting estimates of your Engineers. It could not reasonably be expected that a contractor keep an Engineering organization on the job to measure up the varios items of work and materials.

Due to changes and eliminations in the length of position of pipe culverts there was a surplus of 147 lin. ft. of culvert pipe over the amount ordered by the Engineer. This pipewas ordered by the Enngineer to be sent, for use, on an adjoining contract. The cost of hauling this pipe from Brookings to our Camp 2 was $70.20, for which we have received no remuneration. Claim is made for this amount.

After the surplus pipe was removed from the limits of our project the Engineer ordered a 24 ft. extension to the 18" pipe culvert at Station 199-62. This additional pipe was hauled from Contractor Engelhart's Camp, where it had previously been moved from our

camp. On the purported final estimate there has been deducted $55.28 or at the rate of $2.72 per foot. We submit that the State should deduct only $1.50 per foot, or $36.00, which represents the value of the pipe, and that we should be paid also $19.80 which represents the cost of again hauling the pipe to the site of the work. The difference between the amount estimated and the proper compensation being $45.08, for which amount claim is hereby made.

Extending concrete pipe culverts originally staked too short. Pagan & Gassman's bill against J.W.Sweeney Construction Co. at Stations 129-50, 138, 143, 144-50, 144, 173, 302, 310 & 311-75. These culverts were ordered extended by Engineer in charge, after they were completed, at a cost to us of $52.10. The extra cost of labor should be paid for as force account, and claim is made for this amount.

Excavating and filling rock drains at Stations 138, 141, 141-03 143, 254, 293, 311 and 366. This is for extra work ordered by Engineer The work was done by Pagan & Gassman and billed us, Cost $87.81. Claim is made for this amount.

3. Clearing and Grubbing. We request a remeasurement of the extra clearing on the entire project for the reason that clearing has been estimated only in places where the forest cover was extremely heavy, such as at pipe ends and in draws where the slopes extend farthest from the right of way line. Our estimate was based on the average of the clearing over the entire project, and we respectfully submit that this method should be applied in computing the extra clearing. We believe, in the absence of the exact measurement that the average of the slopes of cuts and fills, which extend beyond the limits of the 60 ft. Right of Way is equal to a strip of at least 20 ft. of average width, which would be equal to 13.9 acres. The

purported final estimate shows only 8.34 acres extra clearing, of which .26 acres was on County road connection on Moore place, and extra work outside of our contract (Sta.458) We make claim for 5.82 acres of extra clearing at $400.00 per acre or $2,328.00 and respectfully request a remeasurement of same.

4. Crusher installation. Your proposals and plans which we bid on calls for the installation of box culverts amounting to 1220 cubic yards of Class A Concrete. With a view of supplying aggregate for this work we installed a crushing plant opposite station 300. The rock at this site was sampled, tested and approved by your Engineering organization before the installtion of this plant. No sooner had we got in operation than your Engineers made changes in the amount of concrete to be placed, changing the amount from 1220 cubic yards to 361.81 cubic yards. Before the change was made the materials were rejected for use by your Engineering organization, who had formerly approved them. Had we known that the yardage of concrete would be reduced in this proportion we never should have installed the plant.

We are not now asking for anticipated profit on the work eliminated, but request payment for our out of pocket cost for this crusher installation, which amounts to $2,048.81, according to our books, which are open to your inspection.

It will readily be seen that the cost of the work performed, as a result of these changes, was materially increased, and we ask that just compensation be made.

5. Extra Cement. In the construction of box culverts we were required to use 362 sacks of cement, over and above the amount required for the specified mixture. This extra cement cost us at the site of the work $1.17 per sack, or $423.54. The concrete was

made under the direction of your Inspectors, with material approved by them. We used additional sand, over and above the specified amounts, wherever required to do so, and as a result of the continual changing of the proportions of the concrete mixture our labor costs were considerably increased. We are making no claim for the extra sand and labor, but believe we should be reimbursed for the cost of the extra cement used.

6. Rock Approach to Box Culvert, Station 247. This is a special case where in the excavation for an inlet into a box culvert it was necessary to install diversion dam and flume to divert water from the creek. Excavation was made in solid rock. Payment was made at our excavation price of 67¢ per cubic yard. We submit that in cases of this kind, which involve special construction features, that the work should be done on a force account basis. Our cost for this work, over and above the amount estimated, was $250.00, and we request allowance in the amount be made.

7. Interference. The heavy work between Station 238 and Sta 259 was sublet to Pecator Bros, stationmen, who opened up the work by the use of a trap tunnel in the cuts at Sta. 244 and Sta. 250. These cuts are in a very slippery serpentine formation. When the ground became saturated to the extent that it was hazzardous to work men in these formations they moved to the cut at Sta. 246, which is of stable anddry material. The Engineer in charge at that time would not permit the men to open up this cut, As a result of this unwarranted interference on the part of the Engineer in charge, the stationmen threw up their contract and left the work unfinished, and it was necessary to complete the work by day labor. This also caused delay in the completion of the contract, necessitating the maintenance of an organization on the work the following year, thus necessitating the

removal of numerous slides at our excavation price of 67¢ per cubic yard. As a direct result of this interference with our normall plans for completing the work we suffered a loss of $3,845.27, for which we ask compensation.

8. Change in haul of material. We sub-contracted the work between station 220 and 230, and after the contract was made the Engineer changed the alignment and grade, requiring the material to be hauled uphill, instead of down hill, as was the plan upon which our bid was made. The yardage involved between these limits is approximately over 10,000 cubic yards, and we estimate the difference in cost between moving material down hill and up hill to be 10¢ per cubic yard.

We are now facing litigation with the sub-contractor as a result of this change, and request that we be paid for this extra cost which amounts to approximately $1,000.00.

9. Overhaul. We request a recheck of the quantities allowed as overhaul. The actual quantities moved, as shown on the purported final estimate is 11,245 cubic yards in excess of the profile quantities, and the overhaul, as allowed on the said estimate is 42,265 sta. yards less than the profile quantities. We know of no place where the actual limits of haul have been materially decreased from the original plan of distribution, as shown on the profile and believe a recheck of this item will show approximately 40,000 station yards of overhaul that has not been included in the estimate.

10. Removing Windfalls. On Feb. 3 and 4, 1926, the area under construction was visited by a wind and rain storm, which brought trees, limbs and debris onto the roadway, between stations 160 & 380. Under date of July 15, 1927, I signed a Price Agreement, in the amount of $1,000.00, based on the estimate of your Resident Engineer,

covering the clearing up and burning of the timber and debris which litteredthe right of way. The work was promptly done, but no payment has been made for this item. The aggeement was approved by Resident Engineer, and we can see no reason why the $1,000.00 due us should be longer retained.

11. Sliding fills, Station 191 to 206. The fills at Station 195and Station 200 were constructed originally of serpentine material which subsided and slid out repeatedly. The materialnecessary to build up or reconstruct the fills were ordered taken from adjoining serpentine cuts, instead of from easy moving material of a stable character which were available nearby.

This portion of the work was let to stationmen, who abandoned the work on account of these conditions. The work was sublett the second time, and was abandoned for the reason that the slope stakes were being continually changed, forcing us to finish same by day labor at a great increase of cost.

Due to the attempt of your Engineers to construct these embankments, using instable materials,where satisfactory materials were available caused us to move approximately 5,000 cubic yards of serpentine material at an increased cost of $1.00 per cubic yard over what satisfactory material, which were available, but the use of which were denied us, could have been handled.

We submit that materials, such as were encountered on this section of the project,when handled under the conditions imposed upon us, are not representative of the work, and should be paid for at a rate commensurate with the cost of removal. We therefore make claim for the additional cost of removing approximately 5,000 cubic yards

at $1.00 per yard or $5.000.

12. Drain Ditch Sta. 196 - 198. We constructed under the orders of the Engineer, a diversion ditch, beyond the Right of Way limits, to divert the flow of water from small creeks into a culvert at Sta. 198-25. Force account bills covering our out of pocket cost in the amount of $136.54, were submitted, but were never paid. Our only compensation for this work was a small amountof yardage allowed which would hardly cover the cost of clearing and grubbing.

13. Extra Work Station 200. At the toe of fill at Sta. 200, we constructed. on a force account basis, 90 lin. ft. of 12" drain tile. The cost of this work follows:

Cost of Labor	$72.52
Cost of pipe	72.00
Cost of cartage	36.00
Total	180.52

We were allowed $180.00 for this work. No percentage being allowed to cover superintendance, use of tools, insurance, etc. We request that payment be made, as provided in the specifications for extra work, which would make the amount 203.30, or a difference of $23.30 from the amount allowed.

14. Resloping. In June, July and August, 1926, we finished sloping of cuts at Sta. 284 and Sta. 300, which were staked on slopes 3/4 to 1. Due to sloughing of the cut slopes and slides, the cut slopes later were restaked to slopes of 1 to 1. We again chiseled down the slopes and submitted bills in the amount of $499.76, covering the cost therefor, but have never received payment. We submit that the yardage between slopes of 3/4 to 1, and 1 on 1 is insufficient to justify us doing this additional sloping without compensation therefor.

Under work approved by your Engineers' Order No.6, we com-

placed reshaping of embank ments and submitted, in July and August, 1937, bills in the amounts of $988.01, covering the cost of this extra work. We have received no payment therefore and request early payment of these long standing accounts.

4B. Maintenance of Completed Roadway. During the winter of 1936 and 1937, we maintained watchmen to keep open the ditches and culverts on the completed portion of the work. The work was undertaken under work orders signed by the Resident Engineer. The cost of this work was $1417.77 for which no payment has been made.

4C. Ditch Excavation. We were ordered to construct a surface ditch on the mountain side, above cut at Station 200, which ditch was not shown on the plans. This involved hand work at an expense to us of $78.00, for which we have received no compensation.

4D. Culvert Excavation at Station 220. At Station 220 we made excavation in soft ground, requiring timbering a trench about 10 ft. deep. This was late in the season and we were required to haul material for backfill. We actually moved 267 cu. yards of excavation at a cost of $320.40. We were paid for 218 cu. yards @ 40¢ or $120.20. We requested payment for the actual yardage moved, which makes a difference of $200.20

Summary of the above claims amounts to $2,332.38. Some of the items may overlap each, but in the aggregate they amount to a considerable sum. We believe we have made an error, however small, this order but which the contract contemplates as fixed basis.

The principle, as a whole, was sound and [illegible] was a [illegible] the [illegible] [illegible] [illegible]

pleted resloping of various cuts and submitted, in July and August, 1927, bills in the amounts of $955.01, covering the cost of this extra work. We have received no payment therefore and request early payment of these long overdue accounts.

15. Maintenance of Completed Roadway. During the winter of 1926 and 1927, we maintained watchmen to keep open the ditches and culverts on the completed portion of the work. The work was undertake under work orders signed by the Resident Engineer. The cost of this work was $160.70 for which no payment has been made.

16. Ditch Excavation. We were ordered to construct a surface ditch on the mountain side, above cut at Station 200, which ditch was not shown on the plans. This involved hand work at an expense to us of $75.98, for which we have received no compensation.

17. Culvert Excavation at Station 220. At Station 220 we made excavation in soft ground, requiring timbering a trench about 10 ft. deep. Pipe was laid in the trench and we were required to haul material for backfill. We actually moved 367 cu. yards of excavation at a cost of $223.74. We were paid for 218 cu. yds. @ 67¢ or $146.06. We request payment for the actual yardage moved, which makes a difference of $99.83

Summary of the above claims amount to $21,153.18. Some of the items may appear small, but in the aggregate they amount to a considerable sum. We believe we have made no claim, however small that does not merit the earnest consideration of your body.

The project, as a whole, was most difficult, due in a large measure to the serpentine formations which are continually sliding. An inspection of the work will reveal the fact that there are places where breaks occur in the side hill from 50 to 75 feet

back of the cut slopes, and that heavy subsidence above the cut slopes has occurred. Under these conditions it is almost impossible to make a fair estimate of the actual quantities moved.

We were also handicapped by reason of the fact that there were three different Resident Engineers in charge of the work at various times, and their orders and method of measurement, and payment for the work performed were often conflicting.

We request that the matter in controversy be submitted to a board comprised of three competent and experienced Engineers, one to be selected by yourselves, one to be selected by us, and the two selected be given authority to select a third Engineer of broad experience in projects of this character. We ask for no more than that which we consider to be fair and equitable, and will gladly abide by the decision of such a board of arbitrators.

Yours truly,

J.W.Sweeney Construction Co.

By J.W. Sweeney

PR # 119
Unit No. 3

March 8, 1928.

Mr. Jas. E. Montgomery, President
Bank of Southwestern Oregon,
Marshfield, Oregon.

Dear Sir:

In reply to your letter of March 7, this will advise that the warrant of $1,529.55 drawn in favor of J. W. Sweeney, and recently sent to your bank was what we call a semi-final payment, and that there is still another payment to be made in connection with Mr. Sweeney's contract.

The voucher for the final payment has already been drawn and forwarded to Mr. Sweeney for execution. The amount of the same is $5,262.65.

Very truly yours.

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

CC/Mr. J. W. Sweeney
155 Kingston Avenue
Portland, Oregon.

MAIR A. DANO. CASHIER
E. E. WIPER. ASST CASHIER

DAN SHEARER. SUPT.

...Southwestern Oregon

OLDEST BANK IN COOS COUNTY

CAPITAL AND SURPLUS $ 120,000.00

MARSHFIELD, OREGON

March 7, 1928

OREGON
COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

My dear Mr. Klein:

We have received a warrant for the account of J. W. Sweeney, in the amount of $1529.55. It is not entirely clear to us whether this is the final estimate and payment or not. Mr. Sweeney has written us that you were to have part of the work re-measured and give him some further allowance on it.

Will you please advise us at your early convenience the present status of Mr. Sweeney's account with you and how much more he may expect and how soon he may get it.

Yours very truly,

...TION Co.

...western Oregon,
...ve to voucher
...I signed voucher,
...nal estimate.
... it corrected.

...Construction Co.

President.

JEM:V

...28
...EGON
COMMISSION

DAN SHEARER, SUPT.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

BROOKINGS, OREGON

Roy Klein,

State Highway Engineer,

Salem, Oregon.

Dear Sir:-

We have your letter to Bank of Southwestern Oregon, Marshfield, Oregon, dated March 3, 1928, relative to voucher for $1,529.53, marked estimate 20-final. When I signed voucher, in blank, it was understood this was for semi-final estimate.

I presume this is an error. Please have it corrected.

Yours truly,

J.W.Sweeney Construction Co.

J.W. Sweeney

RECEIVED
MAR 7 1928
OREGON
HIGHWAY COMMISSION

PR 119 #3

March 6, 1928.

Mr. J. W. Sweeney,
166 Kingston Avenue,
Portland, Oregon.

Dear Sir:

On December 17, 1927, we submitted to you our final estimate for the work performed under your contract for the grading of Unit No. 3 of the Burnt Hill-Chetco River Section, accompanying this final estimate with a statement in regard to the action which had been taken on certain claims for extra compensation and additional allowances, which claims had been called to our especial attention by your letter of October 3, 1927. Following your receipt of this estimate, you requested a reconsideration of your claims.

In view of this request, we have again given careful consideration, study and search to each and every claim, considering particularly your explanations and statements as to the facts concerned, and making remeasurements and field investigations where it appeared that such remeasurements and investigations were needed to fully establish the facts. The result of this reconsideration is as follows:

1. A complete remeasurement of the clearing and grubbing work performed, making no deductions for trees left standing within the right of way at the request of the engineer, and making liberal allowances for windfalls, clearing made necessary by storms, slides, etc., gives an increase of 1.76 acres in the amount of extra clearing and grubbing.

2. The removal of slide material from the end of the culvert at Station 365 is found not to have been paid, and therefore, your force account claim of $180.65 for this item is allowed.

3. All other claims are rejected for the reasons set out in our letter of December 17, 1927, no new facts having been developed.

With particular reference to your claim that some of the cut banks might have bulged or shifted between the times that cross-sections were taken and finishing stakes set, wish to state that a large number of remeasurements and investigations of the ground above the cut slopes have been made, and no evidence has been found indicating that such bulging, shifting or slipping might have occurred except in those cases where

material came into the cuts in the form of slides, in each of which instances the extra quantities of excavation had already been liberally allowed.

Having satisfied ourselves that with the addition of the allowances indicated in the first two of the numbered paragraphs above, the final estimate as previously tendered includes full and complete allowance for all work performed and gives all the compensation to which you are entitled under the terms of your contract, a final revised voucher has been prepared, making the additional allowances referred to, which is attached hereto.

Very truly yours,

State Highway Engineer.

RAK:HI

FORM 2-41 5-7007 2000 1-26

COMMISSIONERS
M. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Gold Beach, Oregon.
February 24, 1928.

IN REPLY PLEASE REFER TO FILE NO.

Mr Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr S.H. Probert,
Office Engineer,

Dear Sir;

I am sending under separate cover the platted sections and field notes for the remeasure from station 192/25 to 194/25. This is a blue cut and bulged some both during the winter of 1926 and Nov 1927. During 1927 this cut was not taken back to the original neat lines but the main bulge was left and only the slough into the roadbed was removed. The grade was also widened on the right side, and this allowed the alignment to hold more to the right so that the bulged slope could stand as it was as it seemed to be stable. The high subgrade was also left as it was and surfaced over. The present surfaced grade looks good to the eye. It was better to keep the grade as high as possible in this wet cut. The remeasure shows that Mr Sweeney was paid liberally for this cut.

Very truly yours

D.D. Johnson

Resident Engineer.

Cross-sections and notes filed with final records

FORM S-A-1 6-7007 5000 1-26

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Gold Beach, Oregon,
February 22, 1928.

RECEIVED
FEB 24 1928
IN REPLY PLEASE REFER TO FILE NO.

Mr Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr S.H. Probert,
Office Engineer

Dear Sir;

I am sending the final cross section sheets (platted sections) of Burnt Hill Chetco River Section Unt # 3 by express.

We remeasured the following cuts;

130 - 132 ⁄ 10
134⁄ 75 - 137 ⁄ 06
146⁄ 00 - 149⁄ 53
196⁄ 45 - 198⁄ 00 *checks original to 1.5 c.y. being rechecked*
192⁄ 42 - 194⁄ 00

The yardage from 130 to 132 came out 70.9 less Two separate slides were originally measured here one in 1926 and the other in 1927.

The slide from 134 ⁄ 75 to 137 ⁄ 06 was cross sectioned last year after the material had been sloped down and was lying on the roadbed. This cut shows a considerable decrease

The cut from 146 ⁄ 00 to 149 ⁄ 53 was also measured on the roadbed last year after being sloped down. This shows some increase.

The cut from 192 ⁄ 42 to 194⁄ 00 is being checked up again as some of the sections do not fit the originals very well. Will send this in as soon as we get it checked.

The cuts measured are the only ones there might have been any question about. The others are O.K.

Very truly yours

L. O. Johnson

Asst. Engineer

CC W.E. Chandler.

J. W. SWEENEY, Mgr. DAN SHRADER, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

~~BROOKINGS~~ OREGON

Portland, Oregon, Feb.21, 1928.

Roy Klein,

Oregon State Highway Engineers,

Salem, Oregon.

RECEIVED FEB 23 1928 OREGON STATE HIGHWAY COMMISSION

Dear Sir:-

Inclosed find estimate 835-20, and letter, returned to you.

After reviewing our claims for work done on our contract Unit 3, Roosevelt Coast Highway, Curry County, it appears to us that every claim made has stood the acid test.

Clearing Contract depends on how you compute it, but measuring the clearing from station 73-50, commencement of work, to station 381, the finish, we have at least 1/3 more than original contract.

Rock Crusher. We would not have installed a crusher if we had known the quantities of rock were to be decreased, or that screenings would be rejected. Our recollection is that Inspector Allen rejected screenings, and Inspector Archibald the rock. We had this matter up with Resident Engineers to get some salvage out of rock not used.

Box Culvert Excavation. Some of this was in bad ground and in gulches. When cuts on the highway did not stand at 3/4 and 1 to 1 slopes, the measurements on the box culverts were not what they should be.

Extra Sand and Cement should be paid for. We have made no claim for extra labor in this connection. The uncertain conditions and talks of whether or not the material would be accept d

or not makes your labor expensive.

We have explained about diverting a small mountain stream to prepare for excavating rock at approach to culvert Sta. 247, build small flume dam, etc. and excavate this rock in a narrow and cramped hole.

We have gone over our claims on stationmen not being allowed to handle work, station 238 to 259, in bad weather, in the manner we thought was the best way, under the circumstances. A very reasonable request, which if granted would have saved us a loss $3,845.27.

Up hill haul on Walter Condron's work. Engineers' argument that that helped us does not seem to have any merit, except that if we had done the work instead of Condron, we would have a claim that would be just as fair as Condron's.

Price Agreement with B.O.Johnson, Resident Engineer, about storm of Feb., 1926. In checking over our records we can not absolutely determine the exact cost, as we hadnot finished our clearing contract, but estimated at $1,200.00 as very reasonable. About 12 big trees, 4 to 6 ft. dia. fell across right of way, tops, limbs, snags and debris to be cleared up and burned, would equal four or five times this amount of trees. Engineer Libby has made some allowance on extra clearing, between stations 350 and 381, to take care of this. This does not pay us, as we did extra clearing between stations 350 and 381, as ordered, that actually cost us $933.77, and for which we paid Hall & Salvas, as per their pay-rolls.

Station 191 to Station 206: We have threshed this out pretty thoroughly. We needed cooperation on this piece of work. We rebuilt this fill probably a dozan times. We got our last stakes the latter part of June, 1927, and did the work as

ordered, and should be paid for it.

Overhaul: We have not heard of anything to change original quantities, except a deduction of 4,000 yards, and the increase in yardage from widening roadway and removal of slides should increase this.

We have furnished bills for several other items that have not been paid. We have been badly crippled in a financial way by the slow method of paying monthly estimates amnd extra bills, in 1927. In re-measurement of cuts that had serpentine slides, and different items, please make a fair allowance.

Yours truly,

J. W. Sweeney Const. Co.
By J. W. Sweeney

FORM S-A-1 C-7507 5000 1-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Gold Beach, Oregon.
February, 20, 1928.

IN REPLY PLEASE REFER TO FILE NO.

Mr Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention; Mr S.H. Probert,
Office Engineer.

RECEIVED
FEB 23 1928
OREGON
STATE HIGHWAY COMMISSION

Dear Sir;

A copy of your letter to Mr Chandler in regard to the remeasurement of some of the cuts on grading of Unit # 3, Burnt-Hill Chetco River section has been received.

We did not receive the records until Monday noon Feb. 13. We measured five cuts up to Friday and had intended to measure two more but Mr Scott happened to come in on Friday and wished to take the opportunity while he was here to go over a proposed County Market road with the County Court and myself, which we did on Friday; so that and several other things which came up in connection with the maintenance work and needed immediate attention unfortunately broke up my time during the week. I was also short handed. I am now computing the quantities and will send in the results immediately, without letting other work interfere.

Very truly yours

D C Johnson

Resident Engineer.

CC To W.E. Chandler
Division Engineer,
Grants Pass, Oregon.

FORM 2-B-1 B-6070 1000 6-27

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

February 20th, 1928.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Referring to your letter of this date concerning settlement with Mr. Sweeney, advise that in my letter of February 8th I stated that as soon as the recheck of the cross sections could be made I would advise the results.

I talked with Mr. B. O. Johnson this morning, and he stated that they would without a doubt be finished today so that in two or three days they should be in the Salem office.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
cc--B. O. Johnson
cc--H. B. Libby

RECEIVED
FEB 21 1928

PR119

#3

February 10, 1928

P.S.

George F. Alexander,
1024 Board of Trade Bldg.,
Portland, Oregon

Dear Sir:

Replying to yours of the 9th instant concerning the status of the contract awarded to Sweeney Construction Company for the grading of Unit 2, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, wish to say that this contract was completed and accepted by the Highway Commission on August 29, 1927. Final payment has not as yet been made. Our records show that there is still due on final payment the sum of $4029.55.

We might explain further that this sum at the present time is not acceptible to the Sweeney Construction Company, Mr. Sweeney having submitted his claim for an additional sum. As to whether or not his claim will be allowed is a matter of conjecture. This department is now giving this project additional inspection, looking into the details of Mr. Sweeney's claim.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

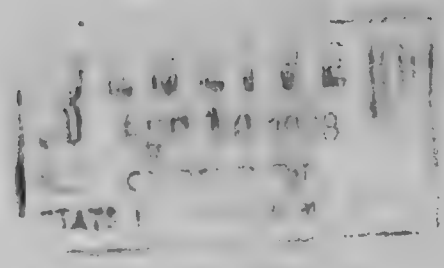
H. B. Glaisyer
Chief Clerk

HBG:S

#835
Curry Co

LAW OFFICES
GEO. F. ALEXANDER
1024 BOARD OF TRADE BLDG.
PORTLAND, OREGON

Februaru 9, 1928.



State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you kindly let me know whether the contract of J. W. Sweeney or Sweeney Construction Co., have completed their contract on Unit 3 of the Burnt Hill-Chetco River Section of the Roosevelt Highway in Curry County, and if so give me the date of the completion of this work and its acceptance by the State Highway Commission; also let me know whether or not a final settlement has been made by the State Highway Commission with Sweeney and if not what amount is still due him on this contract.

Thanking you in advance, I remain

Very truly yours,

GFA:AM

Final Est # 20 - amt - $4029.55 - mailed to Contractor
Completed Aug-29-1927. on Dec-19-1927

FORM 2-B-1 B-6070 1000 8-27

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

February 8th, 1928.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

RECEIVED
FEB 10 1928
OREGON

Dear Sir:-

I returned this afternoon from a trip down the coast with Mr. Sweeney and Mr. Libby. Went over the job thoroughly, asking Mr. Sweeney for any points that he had in mind.

The point regarding the slides pushing out and not getting full measurement we looked over very carefully and I told him that if he desired we would re-measure two or three such cuts in which this condition might possibly exist and would check them with the original cross sections and see if we could determine whether there had been any change such as he mentioned. We examined one where this condition might exist, but not to any great extent, so I am having the cross sections sent to Mr. B. O. Johnson, and asking him to re-measure two or three cuts.

In regard to the clearing, I found that Mr. Libby, in paying the lump sum, had deducted where one or two trees were left on the sixty foot right of way. He had allowed from thirty to as low as fifteen %. This I think Mr. Libby explained in the office a few days ago. We checked over these quantities and found that by allowing this lump sum sixty feet clear thru the job it would give about 1 1/8 acres. Mr. Libby has these figures and will recheck this quantity. I think it would be proper to allow Mr. Sweeney this amount, as this was done on the other jobs between Pistol River and Chetco.

As to his other claims there is no change that would cause any different recommendation than previously, with possibly one exception in the matter of paying excavation on a small wall where the fill kept sloughing in, causing extra work which could not be satisfactorily measured. However, as soon as a recheck on cross sections on one or two points is made, will advise you. Also of any change that we can make at that time.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

Gold Beach, Oregon.
February 4,1928.

Mr Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention S.H. Probert,
Office Engineer

1928
OREGON
COMMISSION

Dear Sir;

Your letter of January 28th in regard to J.W. Sweeney's extra work bills has been received. I am sorry I am several days late in answering.

The price agreement in regard to windfall trees disposed of was not approved by Mr Chandler as aletter from Mr Libby put some new light on the matter so my judgment in the matter of quantity as set forth in the agreement was in error and the bill found to be too high. Mr Sweeney's original claim was $1200.00 The amount allowed in the final estimate on an acreage basis was $600.00 ,which I believe entirely covers the cost.

The extra work bills for resloping in July and August from July 20th to August 14th inclusive station214 to 110 were not allowed as the cost of excavation based on the forces employd the time taken,and the amount of yardage taken out should be within the unit price for excavation in the contract with some profit. The material was dry at this time of the year, and the quantities were approximately 3800 c.y. The idea on the amounts allowed for resloping was to assist the contractor to avoid loss due to the increased cost in getting a thin slab of slide materia down to a shape,that he could get his teams over the top in a practical manner, as on new work. After this,further sloping costs should be taken care of in the unit prices, inas much as the contractor agreed to remove the slides on his unit price basi Sloping would naturally be included on this basis. Mr Sweeney however has put in claims for the entire amount of the hand work all the way through,even ditches that we staked and allowed yardage for in the monthly and final estimates. He mentions one in particular at station 200 which is a surface drain on the hillside around the head of a draw but within the right of way.

The bill for sloping in May covreing work by seven ma men on the 12th and 13th is not shown in the time keeper's record which I kept during that month. On the bill he shows the geberal foreman's time from the 12th to the 31st for eight hors every day while in fact only a part of his time and a small part at that was devoted to the men on the slopes. The team time was for work I asked the foreman to do in removing the remains of some of his clearing from the inlet to a culvert. The box of powder was not allowed as they used a box of powder belonging to the state,one left over from the surfacing prospect at station 274.

In regard to the amount of culvert pipe,this was all remeasured for the final estimate and is the actual amount in place. He was allowed for all the pipe hauled from Washburn and Hall's camp.

Culvert pipe buried undre the sunken fills at station 200 and 220 were not remeasured as they could not be gotten at. For these we took the original records as staked and checked correct in the culvert book.

The original copies of the July and August bills for resloping which were not allowed were sent to Mr Chandler's office with notations as to the amount of yardage involved in each bill.

The bills for extra sloping in 1926 were not sent to me. Mr Libby evidently did not allow them but all yardage in the slides was measured and allowed.

Mr Sweeney undoubtedly sustained heavy costs due to a hang over into 1927 and feels that these extra claims should al be allowed and are not excessive and that he should be allowed a fair profit on his work. The Engineering Dept. wishes all reputable contractors to make a fair profit and do not cut bills for the sake of being close, but they do expect to keep close to the lines of agreed proceedure. We should not be expected by the contractor to protect him from his own acts. The success or failure of a job is in his own making, and is not predestined at the begining, unless price,management and constructive energy are at fault. I do not mean to imply here,that Mr Sweeney is not honest in his views to the best of his knowledge and sense of right dealing as to what should be allowed in the claims he has presented. I believe he has received a square deal as far as I know.

I have received word from Mr Chandler,that he will be here with Mr Sweeney on Tuesday Feb.7th to go over the job again.

Very truly yours,

O.C. Johnson

Resident Engineer.

2 encl.
cc to W.E. Chandler,
Division Engineer.

NB. Pardon this stationery as I am out of the regular forms.

PR 113 #3

January 25, 1928

Mr. W. H. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

John Sweeny called on me today and talked at considerable length about his contract No. 835, Unit No. 3 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County. He has a large number of claims and thinks that he has a considerable amount coming as adjustment.

Nothing was accomplished by the conference, as I did not have first hand information regarding many of these things. However, I told him that I would continue the matter further and have you in here next week, Monday morning, when the matter could be gone into in more detail.

I will arrange also to have Mr. Libby here at the same time. Please arrange your work so as to be here Monday morning, January 30, about 10 o'clock, but if this date is not convenient, please advise and I can change it with Mr. Sweeny. It would probably be well to bring your office files or other data that you have on this contract.

Very truly yours,

State Highway Engineer.

RAK:HI

January 28, 1928.

Mr. E. O. Johnson,
Resident Highway Engineer,
Box 125
Gold Beach, Oregon.

Dear Sir;

We are enclosing herewith a copy of a price agreement which Contractor J. W. Sweeney has in his possession, which price agreement seems never to have reached this office through the regular channels. Please advise as to what disposition was made of this price agreement, and as to how payment for the work concerned was finally made.

We are also enclosing copies of a number of extra work bills which Mr. Sweeney claims were submitted to you but were never paid. We have checked these bills against the extra work payments that have been made, and in only one instance do we find that payment has been made. That is in connection with the bill dated August 15 for an amount of $21.20. Mr. Sweeney desires an explanation as to why these bills were not paid.

Please also comment upon Mr. Sweeney's statement in regard to culvert pipe, in which statement it is indicated that the quantities of culvert pipe allowed in an estimate given to subcontractors Pagan and Gassman at the end of the 1926 season were in excess of quantities allowed in the final estimate.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

CC Mr. G. R. Chandler

OREGON STATE HIGHWAY DEPARTMENT

PRICE AGREEMENT

Applying to Extra Work and Extra Material

Job: Burnt Hill-Chetco River, Unit #3

Highway: Roosevelt Coast Highway Date: July 15, 1927

County: Curry Contract No. 835

Contractor: J. W. Sweeney

Address: Brookings, Oregon.

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: Clearing and burning windfall timber as result of severe storm on February 3 & 4, 1926

Location by station numbers: 160 380

Estimated quantities and agreed prices: Approx. 40 trees @ $ 25.00 $ 1,000

diameters 10" - 36"

Specifications: As per orders of resident engineer

(Use back of sheet if more space is required)

Recommended for approval:

B. O. Johnson
Resident Engineer.

Signed: J. W. SWEENEY CONSTRUCTION CO
Contractor.

By

Recommended for approval:

Division Engineer.

Approved:

State Highway Engineer.

INSTRUCTIONS: After the signature of the contractor has been obtained, submit the original and four copies to the Salem Office. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer and the Resident Engineer.

January 3, 1928.

Mr. H. B. Van Duzer, Chairman.
State Highway Commission.
455 Grand Avenue.
Portland, Oregon.

Dear Sir:

With reference to the claims of John W. Sweeney, contractor on Unit No. 5, Burnt Hill-Chetco River Section of the Roosevelt Highway in Curry County, copy of which you forwarded the first part of November, would say that we have investigated this matter very thoroughly both on account of the large number of claims and the large sums involved. Each claim has been investigated in detail and probably the whole situation can best be summarized by quoting from Mr. Chandler's report on the matter as follows:

"In summarizing, would like to make further statement as to reason for Mr. Sweeney's apparent financial loss and how the general work was handled. At the time this contract was let there was two other contracts let on the same section of work, one of which was considerable more yardage than Mr. Sweeney's and the other considerably less. Both of the other contractors completed their work on time. There has been no complaint in any way as to methods used by engineers in handling the work and it is also a fact that the same engineers that handled the other sections were at one time or another connected with Mr. Sweeney's work. The other contractors all used shovels almost entirely in handling their work. Mr. Sweeney had no shovel on his work and moved all yardage by station men or teams, — the greater portion by teams. Had Mr. Sweeney used the same methods as the other contractors he should have made considerable money and finished on time. His unit was the best unit on this section that was let at the same time his unit was let. Mr. Sweeney's section had to be carried over two winters and was eight months behind his time of completion. I think he was granted two extensions. He was not penalized for extra engineering on these extensions.

"Considerable confusion has resulted on this job due to the fact that the grading contract ran over into the following season when surfacing contractors were at work, causing considerable confusion and some delay to surfacing contractors, also caused engineers a great amount of worry to get Mr. Sweeney out of the way and not delay the surfacing contractor seriously. This delay of Mr. Sweeney's caused the State to have three different resident engineers on the work before it was completed, as it was impossible to hold the same man until Mr. Sweeney was entirely completed. It is always better to keep the same engineer on a piece of work until it is complete, as the dealings with the contractor are handled in a much better way. In this case this was impossible. During 1927 it was necessary to sandwich the completion of Mr. Sweeney's contract along with slide removal and surfacing contractors which made a condition that

was very hard to meet and there was some delay in getting Mr. Sweeney's estimates in.

"We had quite a serious time with Mr. Sweeney getting him to do his clearing properly. Our instructions to the contractors have always been, and this case was no exception, to fell all trees on the right of way and burn them — never to fell them off on adjoining property. During the time when the resident engineer was on another part of the work and Mr. Sweeney was doing some clearing, a large quantity was fallen off the right of way and he was asked to bring it back and burn it. Some of it he was able to burn without pulling it back on the right of way. Others had to be burned where it fell. Will have to admit that his clearing was not a very satisfactory job and it must have been very expensive for him. Our other contractors on this section fell all their timber as instructed, and there was no trouble whatever getting a good clean up.

"There was some benefit to Mr. Sweeney in these delays. He had a very fair price for excavation which was given him on all slide removals. Naturally all slide material was earth excavation. This contract was let on a no classification basis which contemplated some quantity of rock. This did not exist in the slide materials. A number of fills settled and some slipped out. This settlement in fills was replaced with excavated materials.

"As a whole I think Mr. Sweeney has been treated very fairly and has been paid for all the work that he has done."

It is pertinent to point out that the contracts on the other three units as well as the Myers Creek-Burnt Hill Section — all handled by the same engineers — were completed without the necessity of any adjustments of any consequence, and also that the contractors appeared to be well satisfied with the treatment received.

Very truly yours,

State Highway Engineer.

RAK:HI

W. VAN B. ROBERTS, PORTLAND, CHAIRMAN
C. H. GATES, KLAMATH FALLS
HERBERT W. CARTER, BURNS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

December 17, 1927.

IN REPLY PLEASE REFER TO FILE NO.

This letter was returned by Mr Sweeney with his letter of Feb. 21, 1928

J. W. Sweeney Construction Co.,
155 Kingston Avenue,
Portland, Oregon.

Gentlemen:

We are submitting herewith voucher covering final payment to you in connection with your contract for the grading of Unit No. 3 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway.

In this final payment, there is included payment of several of the items mentioned in your letter of October 3, but, as it has not been possible for us to allow all of the amounts claimed in that letter, we will, for your information, state what action has been taken in connection with each of them.

Clearing Contract: - All clearing and grubbing work outside of the limits of the sixty-foot right of way has been measured and has been allowed for at the contract price for "Extra Clearing and Grubbing."

Rock Crusher: - The failure of your rock crusher installation was due to your attempt to manufacture sand with it. The broken stone produced by this plant was accepted on the basis of our test of the rock before crushing although the broken stone was not satisfactory. No assurance was ever given you that the crushed sand would be accepted. It was entirely unsatisfactory.

Box Culvert Excavation and Ditches: - Liberal allowance was made for all culvert and ditch excavation.

The extra cement referred to is cement that you were allowed to put in to overcome deficiencies in the quality of the sand. It would not have been needed had your sand conformed with specifications, and even with this addition of extra cement, the concrete was not up to specifications.

Excavating Rock Approach to Box Culvert at Station 247: - The excavation involved at this point was measured and paid for at the contract prices. The engineer's consideration of the use of a water tunnel has no bearing on the matter.

As regards the trap tunnel work between Stations 238 and 259, the resident engineer advises that he did not insist upon Pecator Bros. using a trap tunnel, but that instead, he argued against the use of the tunnel. He states that no opposition was made to Pecator Bros. going ahead with the open cut work, except in a small cut between Stations 247 and 250,

which cut contained only 900 cubic yards.

Uphill Haul on Walter Condron's Contract: - Only the lower portion of this cut was actually hauled up hill. The haul on the upper portion of the cut was down hill even though the final finished grade was an up grade. Changes in the direction of moving materials are to be expected on a contract of this size, and do not entitle the contractor to extra compensation. They operate in favor of the contractor as often as against him.

Overhaul: - All overhaul on the job has been carefully measured and paid for.

Masonry Wall and Rock Paving: - The elimination of the wall at Colgrove's place is not an unusual alteration of plans, and it resulted in no extra expense to you.

Change in Culverts: - The substitution of timber trestles for concrete box culverts was made with your approval, and you admitted at the time that the change would be profitable to you. All of the reinforcing steel that you could produce was taken off of your hands at a price of four cents per pound, which price was agreed to by you in writing.

For the extra clearing occasioned by the storm of February, 1926, you were allowed force account to a total of $503.09.

For the construction of the roadbed between Stations 191 and 206, you were paid at your contract prices. The fact that serpentine materials were encountered does not entitle you to any additional compensation.

Drainage Ditch, Stations 196 to 198: - The construction of drainage ditches is work which your contract provides is to be paid for at the unit contract prices. This ditch was so paid for.

The enlargement of the intake to the culvert at Station 198+25 was paid for on a yardage basis.

As regards the time spent by your watchman cleaning ditches and otherwise taking care of drainage, we refer you to the provision of your contract which requires you to do that work at your own expense.

Bracing 30" Box Culverts: - This work was paid for as follows: $48.66 on estimate #6, and $81.77 on estimate #5.

12" Culvert at Station 272: - This culvert was not wrecked. A slide blocked the end of the culvert and the removal of this was paid for on a yardage basis.

The excavation for the rock retaining wall at the outlet of the culvert at Station 365 was paid for on a yardage basis.

For the extending of pipe culverts, payment was made at the contract prices for excavation and culvert pipe, except in the case of the culvert at Station 147, in which case the extension was paid for as extra work.

J. W. Sweeney Constr. Co. 3 #2

With regard to the repairing of damage to banks and forms caused by floods, refer to the clause in your contract which provides that the contractor must protect himself against damage of this kind.

For the excavating for rock drains, payment was made at the price bid for excavation. For placing rock in the drains, payment was made at the price bid for dry rubble.

Resloping done during June, July and August, 1926, at Stations 284 and 300 was in connection with a sufficient volume of excavation to make the same reasonably includable therewith.

For the new culvert at Station 220, you were allowed 215 cubic yards of excavation and 99 feet of 18" culvert pipe, which fully compensated you for the cost of the work done.

The 18" culvert at Station 220 was paid for at the contract price of $4.00 per foot.

The 18" culvert at Station 200 (more accurately Station 199+62) is included in your final estimate.

In conclusion we wish to state that we are satisfied that we have made allowance to you for everything that you are reasonably entitled to, and that our field engineers have dealt with you with the same liberality that they did with the other contractors on the Burnt Hill-Chetco River Project, all of whom have accepted their final estimates without question. It is not to be expected that you will agree with us exactly as to what you are entitled in connection with each and every contingency that has arisen in connection with the work, but if you are fair minded, you will admit that these contingencies and the allowances that have been made for them have operated to your advantage quite as often as to your disadvantage, and that on the whole, you have no grounds for complaint.

The fact should not be overlooked that some of the extra expense to which you were subjected was due to your failure to complete the work during the 1926 season as was called for by the contract, and that this failure resulted, also, in considerable extra expense to the State. Also, do not overlook the fact that we are making no charge against you for engineering expense incurred subsequent to the specified date of completion, which expense according to the terms of contract, should be borne by you.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By S. H. Probert

S. H. Probert
Office Engineer

SHP:AP

December 17, 1927.

J. W. Sweeney Construction Co.,
156 Kingston Avenue,
Portland, Oregon.

Gentlemen:

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Excavating Rock Approach to Box Culvert at Station 247: - The excavation involved at this point was measured and paid for at the contract prices. The engineer's consideration of the use of a water tunnel has no bearing on the matter.

As regards the trap tunnel work between Stations 236 and 250, the resident engineer advises that he did not insist upon Foster Bros. using a trap tunnel, but that instead, he argued against the use of the tunnel. He states that no opposition was made to Foster Bros. going ahead with the open cut work, except in a small cut between Stations 247 and 250.

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For the construction of the roadbed between Stations 191 and 206, you were paid at your contract prices. The fact that serpentine materials were encountered does not entitle you to any additional compensation.

Drainage Ditch, Stations 196 to 198: - The construction of drainage ditches is work which your contract provides is to be paid for at the unit contract prices. This ditch was so paid for.

The enlargement of the intake to the culvert at Station 198+26 was paid for on a yardage basis.

As regards the time spent by your watchman cleaning ditches and otherwise taking care of drainage, we refer you to the provision of your contract which requires you to do that work at your own expense.

Bracing 30" Box Culverts: - This work was paid for as follows: $16.66 on estimate #5, and $81.77 on estimate #6.

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The fact should not be overlooked that some of the extra expense to which you were subjected was due to your failure to complete the work during the 1926 season as was called for by the contract, and that this failure resulted, also, in considerable extra expense to the State. Also, do not overlook the fact that we are making no charge against you for engineering expense incurred subsequent to the specified date of completion, which expense according to the terms of contract, should be borne by you.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

Salem, Oregon, December 17, 1927

STATE OF OREGON,

To J. W. Sweeney Construction Co., DR.

County Curry *Postoffice address* 155 Kingston Ave. Portland.

Highway Roosevelt Coast *Work done to* Aug. 29,1927 *Contract No.* 835

Section Unit 3, Burnt Hill-Chetco River *Prefix No.* 8 PE-3 *Estimate No.* 20 Final

ITEM	Unit	Unit Prices	Total Quantities to Date	Total Amount to Date	Previous Amount	Present Amount
Extra Clearing and Grubbing	Acre	400.00	6.56	2,624.00	2,400.00	224.00
Clearing and Grubbing	All	16000.00	100%	16,000.00	16,000.00	--
Common Excavation	c.y.	.67	226,245.7	151,584.62	150,833.82	750.80
Overhaul	c.y.	.06	121,734.9	7,304.09	7,655.63	- 351.54
12" Concrete Pipe	l.f.	2.00	1,311	2,622.00	2,544.00	78.00
18" Reinf. Concrete Pipe	l.f.	4.00	2,337	9,348.00	9,168.00	180.00
24" " " "	l.f.	6.00	564	3,384.00	3,492.00	-108.00
30" " " "	l.f.	10.00	1,524	15,240.00	15,150.00	90.00
Class "A" Concrete	c.y.	32.00	361.81	11,577.92	11,577.92	--
Rubble Masonry	c.y.	16.00	146.82	2,349.12	2,269.28	79.84
Dry Rubble Masonry	c.y.	8.00	101.12	808.96	661.68	147.28
Metal Reinforcement	lbs	.10	40,990.04	4,099.00	4,098.80	.20
Unused Metal Reinforcement	lbs	.04	27,549.	1,101.96	--	1,101.96
Force account				5,946.17	5,214.28	731.89
Materials on Hand						
Metal Reinforcement				--	1,200.00	-1,200.00
				233,989.84	232,265.41	1,724.43
Deductions:						
18" Reinf. Concrete Pipe	l.f.	2.72	24	65.28	--	65.28
12" " " "	l.f.	.80	162	129.60	-	129.60
				194.88	--	194.88

Audited and approved by .....

Period covered Sept. 17,1926-Aug.29,1927

Items Cont. 835 - Est. 20 Final

Totals	233,794.96	232,265.41	1,529.55
~~10% Retained~~		2,500.00	2,500.00
			4,029.55

Section ... Unit 3, Burnt Grill-Che... Prefix No. 3 PB-3 ... Estimate No. 20 Final

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24" " " "	l.f.	6.00	564	3,384.00	3,492.00	-108.00
30" " " "	l.f.	10.00	1,524	15,240.00	15,150.00	90.00
Class "A" Concrete	c.y.	32.00	361.81	11,577.92	11,577.92	--
Rubble Masonry	c.y.	16.00	146.82	2,349.12	2,269.28	79.84
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18" Reinf. Concrete Pipe	l.f.	2.72	24	65.28	--	65.28
12" " " "	l.f.	.80	162	129.60	-	129.60
				194.88	--	194.88
Totals				233,794.96	232,265.41	1,529.55
[illegible]					2,500.00	2,500.00
Total Payments				233,794.96	229,765.41	4,029.55

Audited and approved by .....
Period covered Sept. 17,1926-Aug.29,1927
Items Cont. 835 - Est. 20 Final
Registered by .....

Computed by ...MM CGL... Checked by ...CS...

To be paid contractors, this estimate, $4,029.55

Engineer B. O. Johnson

Previous Voucher No. 12602

Form 22—A-2718—1M—10-26

Office No. ..... Indexed by .....

835-26 Final Claim No. .....

STATE HIGHWAY FUND

J. W. SWEENEY CONSTRUCTION CO.
155 KINGSTON AVE.
PORTLAND, OREGON

$ 4,029.55

STATE HIGHWAY COMMISSION

For payment of all accounts incurred by the State Highway Commission by authority of Chapter 173, Laws of 1919.

Office of State Highway Engineer,

Salem, Oregon, ...

The within claim has been authorized in the above amount.

.....
State Highway Engineer

The within claim is approved and allowed in the above amount.

.....
Chairman

.....
Commissioner

.....
Commissioner

State Highway Commission

Audited and Allowed

.....
Secretary of State.

COST DISTRIBUTION

JOB	ACCT. No.	ORDER No.	AMOUNTS	

Form 22—A-2718—1M—10-36

Office No. ..... Indexed by .....

835-26 Claim No. 1

STATE HIGHWAY FUND

J. W. SWEENEY CONSTRUCTION CO.
156 KINGSTON AVE.
PORTLAND, OREGON

$ 4,029.55

STATE HIGHWAY COMMISSION

For payment of all accounts incurred by the State Highway Commission by authority of Chapter 173, Laws of 1919.

Office of State Highway Engineer,

Salem, Oregon, ...

The within claim has been authorized in the above amount.

..... State Highway Engineer

The within claim is approved and allowed in the above amount.

State Highway Commission

..... Chairman

..... Commissioner

..... Commissioner

Audited and Allowed

....

..... Secretary of State.

COST DISTR			
JOB	ACCT. No.		

STATE OF OREGON,
County of .....} *ss.*

I, ... *(Name)*, *being first duly sworn, depose and say upon oath, that I am* J. W. Sweeney Const Co. *(A member of the firm, or corporation—otherwise leave blank)*; *that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the work was actually performed and material furnished as therein charged; and that there is due me on this date from the State of Oregon, according to contract, the sum of* Four Thousand Twenty-nine & 55/100 - - -

#835
884-3
PR#119-3

December 13, 1927

Mr. Al Smith,
Brookings, Oregon

Dear Sir:

Replying to yours of the 10th instant concerning your claim against the J. W. Sweeney Construction Company, wish to say if you can not arrive at a satisfactory settlement with Mr. Sweeney, it will be necessary for you to proceed against him by action in the Courts. Your action should be against the bond furnished by Mr. Sweeney in this instance. The Surety on this bond is the American Surety Company of New York, for whom W. J. Lyons is the local manager with offices in the Yeon Building, Portland.

There is nothing further that we can do about this. We have already taken the matter up with Mr. Sweeney and he refutes the claim. It seems to us that this is a matter for you and Mr. Sweeney to settle.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

HBC:S

H. B. Claiayer
Chief Clerk

Brookings Ore
Dec 10. 27

Oregon State Highway Commission
In regard to my claim for rent of
Barn and Camp ground and for
damages amounting to Fifty dollars
against the J W Smung Construction Co
I have filed notice with the
Secretary of State to bring suit
for same. Find file No 967
Filed Nov 7 1927 Please give this
your attention and notify me what
has been done concerning said
Claim

Yours Al Smith

RECEIVED
DEC 12 1927

FORM 20 B0429 2M 6-27

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
C. E. GATES, MEDFORD

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER

GRANTS PASS, OREGON

December 1st, 1927.

Mr. RoyA. Klein
State Highway Engineer
Salem, Oregon.

Dear Sir:-

Following are comments made on certain claims on Unit #3 of the Roosevelt Coast Highway in Curry County by J. W. Sweeney Construction Company, letter dated October 3rd to B. O. Johnson, Resident Engineer, Gold Beach:-

Clearing Contract:

Mr. Sweeney was allowed $1600.00 lump sum contract for clearing 60' wide. He was also allowed $2632.00 for extra clearing and grubbing at the rate of $400.00 per acre. This extra clearing is taken from engineer's notes which show actual clearing as done. There can be no possible extra allowance on this item.

Rock Crusher:

Mr. Sweeney thought he could save money by putting a rock crusher in for rock on his contract rather than haul sand and gravel from the Chetco River or Pistol River. He submitted a sample which was accepted from an abrasion standpoint. He also wished to use rock fines in the place of sand. These were of poor quality, but he was allowed to use them I believe, in one culvert, provided he would use 10% more cement. After this one culvert was completed he was not allowed to use sand from this rock as cylinders did not show proper tests. The crushed rock was never rejected and there was very little left anywhere on the ground, but was all placed in culverts. Cannot allow anything for this claim.

Box culvert Excavation and Ditches:

Mr. Sweeney speaks of over break on excavation for concrete box culverts. Engineers Johnson and Libby state they were very liberal in making allowance for excavation on these box culverts. When culvert stakes are set an allowance for slopes is made, and it is left to the judgment of the engineer as to the slopes that will be taken by excavated material. This in the case of loose materials is 1 to 1. This is always considered liberal as the material very seldom goes to these slopes when actually excavated. I am sure he was given good allowance for this excavation.

The claim of Mr. Sweeney for extra cement is not good as this extra cement was required when rock screenings were used. Mr. Sweeney agreed to use 10% extra cement

provided rock screenings were allowed to be used. You will find in the notes this was explained and that $500.00 practically covers the 10% extra cement that Mr. Sweeney agreed to use.

Excavating Rock Approach to Box Culverts, Station #247:

I think the statement of Mr. Sweeney regarding consideration given for driving water tunnel is true, but this was not finally done, but a through rock cut made and was entirely paid for by cross sections. The consideration that this rock tunnel received in no way could have caused Mr. Sweeney extra expense.

Mr. Sweeney mentions extra expense between Stations 238 and 259. As I have at hand a report from resident engineers on various points, will quote directly from statement of Mr. Libby regarding this complaint of Mr. Sweeney.

> "Extra expense Station 238 to 259: this was sublet to Pecator Bros. The rest of contractor's statement is contrary to facts. Instead of my insisting on subs working in trap tunnel I did not want them to start it and only allowed it after they had argued for it and I had received permission from the Division Engineer. I always wanted them to work on north of Station 247 on open cut. The only part I didn't want done then was a small cut of about 900 yards between the two culverts, 247 and 250. I do not consider any loss was occasioned by any fault or neglect of the State and the State should not be obliged to pay any part of it."

Do not see how in any way engineers are responsible for Mr. Sweeney's statement of extra expense.

Uphill Haul on Walter Condron's Contract:

I am advised by Mr. Libby who was in charge of the work at the time there was a change made and center line run between these stations when Mr. Condron was shown over the work. Mr. Libby states that he went over this sub-contract very carefully with Mr. Condron before he took the work. The material of this cut as will be shown on examination of the profile shows that practically all of the cut would be removed before the haul up a five per cent grade would be necessitated so that his contention that this cut was hauled up hill is true to a certain extent, but the majority of it would be hauled up a light grade. Going outside however, of this particular sub-contract which we do not recognize in any way; but considering the whole contract of Mr. Sweeney's there has been other places on his contract where a haul has been changed from up hill haul to down hill haul. It would take considerable time to go over the whole contract to see just which would have the advantage in the end due to small grade changes, but it is very probable that they would very nearly balance. It is always the desire and intention of a resident engineer to eliminate up hill haul whenever possible without extra expense to the State.

Overhaul:

Overhaul has all been allowed as shown by a mass diagram which is computed very

carefully.

Masonry Wall and Rock Paving:

This masonry wall was found to be unnecessary when actual cross section stakes were set. The line was thrown into the hill which gave Mr. Sweeney extra yardage and was better construction then the masonry wall. It is quite probable however that Mr. Sweeney made as much money on the extra excavation as he would have on the wall. However, we are protected in this contract as to changes and that contractor cannot collect anticipated profits.

Change in Culverts:

There was a change made in the number of concrete boxes used. This change was entirely agreed to by Mr. Sweeney as he admitted he did not have a good price on the box culverts. Mr. Sweeney agreed to the price of 4¢ per pound for steel that was left over. He signed a price agreement to this effect. The engineers asked Mr. Sweeney to find all the extra steel that was left on the job and get it together so that it could be counted in a satisfactory manner so that there would be no loss. This loss can be accounted for in two or three different ways. This steel was handled in a very careless manner and was hauled a long distance up an old road where trucks were constantly being stalled and it is entirely possible that this steel could have been lost along the road during the hauling. In different culverts the contractors have used heavier steel in place of light steel as it was at hand and easier to put in, that is, they would use a half inch bar when a 3/8" was called for on the plan, as during their handling the steel bars had been mixed up. Also, Mr. Sweeney, who did all of his work with teams and hand labor, used considerable steel for spreaders and other repair work around his blacksmith shop. In fact, in checking up this steel, we found considerable short pieces stacked up at his blacksmith shop that had not beenused and for which he was allowed credit. If Mr. Sweeney lost on this item it is entirely due to his own carelessness.

Storm of February, 1926:

The storm of February did blow down some trees which blew across the right of way where clearing had been done. Mr. Libby counted approximately twenty-five trees, including all small ones, and he estimated $600.00 would cover this extra work. The notes show the amount that was allowed for this- - I think it was $600.00.

Station 191 to 206:

I do not see from going over the work both before and after construction why these particular stations were not handled to the best advantage all things being considered. The widening was made so as to help alignment. The fill which we have had some trouble with has not been caused by the material that was placed in the fill, but rather failure of foundation on which the fill was placed. At that we have lost but very little of the fill and no serious damage has resulted. This was a large cut and with precipitous slopes and was indeed a hard cut to be done with teams as was done by Mr. Sweeney. Might state however, that there was a certain amount of extra work allowed for resloping on these stations during 1927 and as I consider the adjustment made here as entirely adequate there should be no claim by Mr. Sweeney.

Mr. Roy A. Klein--4.

Drainage
~~Damage~~ Ditch Station 196-198:

The payroll of Mr. Sweeney's for digging ditch and enlarging intake to culverts could not in any way be paid force account as the contract entirely covers all these provisions. These cross sections are shown with the final notes and can be checked. Further, Mr. Sweeney mentions again a man at camp to keep ditches open. The principle trouble was that this man was at camp all the time and did not clean ditches. However the contract was not complete and Mr. Sweeney was supposed to have a man here looking after drainage. This could in no way be a force account, even if the man did any work, which he did not. He simply stayed around the camp and watched the camp and did no work outside.

Bracing Box Culvert 30":

4.0 = 170 %

This bracing was allowed on extra work order for amount specified.

12" Culvert, Station 272:-

I think this is a statement entirely for the engineer and was not in the nature of a force account bill. Mr. Johnson states in regard to this as follows:

> "Foundation was okeh and storm did not wreck culvert. What happened was the slope at the inlet sloughed in and filled the end of the pipe. This was dug out and excavation measured and paid for on unit price basis."

No payment made

Mr. Johnson also states that this might have been paid force account, but that he believedthe expense was covered by yardage.

Rock Drains by Pagan and Gassman:

Yardage was allowed on rock back fill on rubble masonry prices according to notes.

Resloping done during June, July and August, 1926, was entirely covered by excavated quantities.

New Culverts, Station 220: 112

No payment made

This was paid on unit quantities. Unit quantities were found to give contractor $12.00 more than his force account bill called for. Quantities were allowed. Pipe furnished by State, excavation and installation of pipe allowed force account. Referring to Mr. Sweeney's letter to Mr. Johnson, dated July 14th, think that this letter appears to be a letter of information and also apparently something of a letter of instructions and is more or less of a repetition of what has been gone over heretofore. In the matter of resloping which Mr. Sweeney mentions, we have tried to be entirely fair. We have allowed nearly all of Mr. Sweeney's claims on this re-sloping. Mr. Sweeney however, has slightly mixed up sloping with re-sloping. In taking out any material in highway work a certain amount must be allowed for sloping. The reason considerable has been allowed Mr. Sweeney for sloping on this particular section was due to the very wet nature of the material that was sloped and due to the fact that springs broke out on the side hill which caused small pockets, the pockets having slipped out and leaving rough vertical slopes which would in a short time slide out on to the road. Sloping of this nature was done and has been called re-sloping and

has been paid for almost thruout the work, at least we figure Mr. Sweeney has been very fairly dealt with on this item.

I think there is considerable confusion on the part of Mr. Sweeney's books and I think when he gets his final estimate many things will be straightened out.

In summarizing, would like to make further statement as to reason for Mr. Sweeney's apparent financial loss and how the general work was handled. At the time this contract was let there was two other contracts let on the same section of work, one of which was considerable more yardage than Mr. Sweeney's and the other considerably less. Both of the other contractors completed their work on time. There has been no complaint in any way as to methods used by engineers in handling the work and it is also a fact that the same engineers that handled the other sections were at one time or another connected with Mr. Sweeney's work. The other contractors all used shovels almost entirely in handling their work. Mr. Sweeney had no shovel on his work and moved all yardage by station men or teams, - - the greater portion by teams. Had Mr. Sweeney used the same methods as the other contractors he should have made considerable money and finished on time. His unit was the best unit on this section that was let at the same time his unit was let. Mr. Sweeney's section had to be carried over two winters and was eight months behind his time of completion. I think he was granted two extensions. He was not penalized for extra engineering on these extensions.

Considerable confusion has resulted on this job due to the fact that the grading contract ran over into the following season when surfacing contractors were at work, causing considerable confusion and some delay to surfacing contractors, also caused engineers a great amount of worry to get Mr. Sweeney out of the way and not delay the surfacing contractor seriously. This delay of Mr. Sweeney's caused the State to have three different resident engineers on the work before it was completed, as it was impossible to hold the same man until Mr. Sweeney was entirely completed. It is always better to keep the same engineer on a piece of work until it is complete, as the dealings with the contractor are handled in a much better way. In this case this was impossible. During 1927 it was necessary to sandwitch the completion of Mr. Sweeney's contract along with slide removal and surfacing contractors which made a condition that was very hard to meet and there was some delay in getting Mr. Sweeney's estimates in.

We had quite a serious time with Mr. Sweeney getting him to do his clearing properly. Our instructions to the contractors have always been, and this case was no exception, to fall all trees on the right of way and burn them—never to fall them off on adjoining property. During the time when the resident engineer was on another part of the work and Mr. Sweeney was doing some clearing, a large quantity was fallen off the right of way and he was asked to bring it back and burn it. Some of it he was able to burn without pulling it back on the right of way. Others had to be burned where it fell. Will have to admit that his clearing was not a very satisfactory job and it must have been very expensive for him. Our other contractors on this section fell all their timber as instructed, and there was no trouble whatever getting a good clean up.

There was some benefit to Mr. Sweeney in these delays. He had a very fair price for excavation which was given him on all slide removals. Naturally all slide material was earth excavation. This contract was let on a no classification basis which contemplated some quantity of rock. This did not exist in the slide materials. A number of

fills settled and some slipped out. This settlement in fills was replaced with excavated materials.

As a whole I think Mr. Sweeney has been treated very fairly and has been paid for all the work that he has done.

Yours truly,

WEC/F

WM. E. CHILDERS
Division Engineer

CF CF

PR #19
Unit 3

November 30, 1927.

Mr. W. R. Chandler
Division Engineer
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

We are now ready to make final payment to the J. W. Sweeney Construction Company for the work performed under its contract for the grading of Unit 3 of the Burnt Hill-Chetco River Section but this payment can not be made until action has been taken on Mr. Sweeney's claim for extra compensation.

Please let us have your recommendations in regard to these claims as soon as possible.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

PR #3 #835

8 C 4-3

Portland, Oregon, November 15, 1927

Mr. Al Smith,

Brookings, Oregon.

Dear Sir:-

We have received notice from the State Highway Commission, of your claim.

You must have forgotten that we made a second agreement with you, after Jack Hall, sub-contractor, had finished at the camp,at your ranch. You called at the tent which we used for an office, at our headquarters camp, relative to a bill for a quantity of galvanized iron pipe, and made the claim that you had bought this pipe from Mr. Hall, which was <u>our pipe</u>. Mr. Calvin Blair had this up with you. Mr. Clair called me in on this and we made a new deal - that we should give you the water pipe and you would make no further claim on us for rental or damages to your shed or barn and camp grounds.

Under the circumstances, as above mentioned, I request that you withdraw your claim.

Yours truly,

RECEIVED
NOV 16 1927
OREGON
STATE HIGHWAY COMMISSION

DAN SHEARER, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

~~BROOKINGS~~, OREGON

Portland, Oregon, November 15, 1927

Mr. Roy Klein,

State Highway Engineer,

Salem, Oregon.

Dear Sir:-

Inclosed please find copy of letter sent this day to Al Smith, Brookings, Oregon, in regard to claim made by him

Yours truly,

J W Sweeney Construction Co.

By J. W. Sweeney

1 inclo

4835
8PA-3
PR 119-3

November 10th, 1927.

American Surety Company of N.Y
W. J. Lyons, Agents,
Yeon Bldg.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of Al Smith in the sum of $50, against the J. W. Sweeney Construction Company, being for rental of a barn and camp ground in connection with their contract for the grading of Unit 8, Hunts Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

This information is given you at the request of the Secretary of State as you appear as Surety on the bond furnished by Mr. Sweeney in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

JS

November 10th, 1927.

J. W. Sweeney Construction Co.
155 Kingston Ave.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of Al Smith in the sum of $80, being for the rental of a barn and camp ground in connection with your contract for the grading of Unit 3 Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Your early attention to this matter will be appreciated.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

E. B. Cleiayer,
Chief Clerk.

November 10th, 1927.

Hon. Sam A. Kozer,
Secretary of State,
Building.

Dear Sir:

This is to acknowledge receipt of your letter of the 7th inst. enclosing certified copies of notice of claim of Al Smith in the sum of $50.00, against J. W. Sweeney, being for rental of a barn and camp ground in connection with his contract for the grading of Unit 8, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Please be advised that we are today forwarding copies of this claim to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

JB

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

#835

November 7, 1927

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received and filed as of this date, a notice of claim by Al Smith for rental of a barn and camp ground in the sum of $50.00 against J. W. Sweney's contract on the Roosevelt Highway near Brookings, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By_____

L

Brookings Oregon

Nov. 2 27

Mr. Sam A. Kozer.

Notice is hereby given that undersigned Al Smith has a claim for $50.00(fifty dollars)rental of a barn and camp ground against J. W. Sweney's Contract on Roosvelt Highway near Brookings, Oregon. because he failed in his Verbal agreement with me to move s id barn and to clean up said camp ground, and for allowing his sub contractors to partialy destroy said barn without my permission or authority from the resident engineer and I desire to bring suit for same if not settled soon.

Yours

Al Smith

ENDORSED:

File No. 697

Filed November 7, 1927, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Al Smith for rental of a barn and camp ground in the sum of $50.00 against J. W. Sweney's contract on the Roosevelt Highway near Brockings, Oregon, with the original notice of claim filed in the office of the Secretary of State on November 7, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of November, A. D. 1927.

Sam A. Kozer

Secretary of State

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Al Smith for rental of a barn and camp ground in the sum of $50.00 against J. W. Sweney's contract on the Roosevelt Highway near Brookings, Oregon, with the original notice of claim filed in the office of the Secretary of State on November 7, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of November, A. D. 1927.

Sam A. Kozer

Secretary of State

By _____

Deputy

FORM S-A-5 S-6223 5000 8-27

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

November 8, 1927.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. E. Chandler
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

Through Mr. VanDuzer, we have today received from the Sweeney Construction Company copies of two letters addressed to Resident Engineer B. O. Johnson in regard to claims for extra compensation in connection with the grading of Unit 3 of the Burnt Hill-Chetco River Section. Two copies each of the two letters referred to are being enclosed herewith. Please investigate the claims made by the Sweeney Construction Company and let us have whatever recommendations and explanations you desire to make.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By S. H. Probert

S. H. Probert
Office Engineer

SHP:AP

RECEIVED
NOV 9 1927
GRANTS PASS DIV. OFFICE

W. SWEENEY, Mgr. DAN SHEARER, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

~~Incorporated~~, OREGON

RECEIVED NOV 8 1927 OREGON STATE HIGHWAY COMMISSION

Portland, Oct. 3, 1927

Oregon State Highway Commission,

B.O.Johnson, Resident Engineer,

Gold Beach, Oregon.

Gentlemen:-

The following work has been done on our contract, Unit 3, Roosevelt Coast Highway, Curry County, and not paid for to date:

Clearing Contract: Called for 60 foot right of way, Actual clearing done, as ordered by Engineer in Charge, average over 80 ft. One third more than our contract called for. Allowed us to date $2,400.00. Contract price for 60 ft. $16,000.00. One third extra amounts to $5,333.33, less $2,400. allowed
Balance due us on clearing $2,933.33

Rock Crusher: Samples of rock were submitted and accepted byt the Engineer. After we installed crusher and bunkers, crushed about 500 cu. yds. of rock, Engineer rejected it. We were put to an expense of installing, taking down and moving this plant. Due us from State for this 2,048.81

Box Culvert Excavation and ditches: These were put in during the winter of 1926. There was overbreak on all box culverts. Excavation was taken out about 1 to 1½ slopes. We should be allowed fair measurement for this work.

Inspector ordered extra sand and cement put in concrete (in addition to what the specifications called for, 1 sack to each yard of concrete) which cost us additional 500.00

Excavating Rock approach to Box Culverts: Station 247: The Engineer first considered driving water tunnel, then changed to open cut at extra expense to us of 250.00
No payment made for this.

Engineers' attention has been called to extra expense caused us between Stations 238 and 259, amounting to 3,845.27
We sublet this work to Pecator Bros. They wanted to work outside, in material that could be handled in winter weather. The Engineer objected to this,but wanted them to work in a trap tunnel, which was dangerous during bad weather. We advised the men to remain in camp, as the

tunnel was not safe, and the Engineer would not let them work outside in high ground. Some of the men went to Portland and never returned. The serpentine and bad material caused the trap tunnel to cave in, and had the men worked in it they would have been smothered or killed. Serpentine moves and twists in this country when the ground gets saturated with water. This delayed our work and caused us a loss of $3,845.27. Had the stationmen been allowed to do their work as planned it would have shown a profit to them and us, and also enable us to finish the work in 1926.

Up hill daul on Walter Condron's sub-contract: Station 220 to 230. Changed from down hill haul, costing Mr. Condron approximately $1,000.00 extra. Change made after Mr. Condron took contract. In all fairness this should be paid. $1,000.00

Overhaul: Over 40,000 cubic yards of material hauled according to contract and not paid for to date, 2,400.00

Masonry Wall and Rock Paving on slopes at Delmar Colgroves' Mountain Ranch Home. This work was included in our contract. We had a good price and profit for it,but apparently has been cut out.

Change in Culverts: After we had reinforcing steel on the ground the work was changed, adjusted with a loss of about $100.00 to us in shortage of steel. Our contract was 10 cents per pound in place. All the Engineers allowed us was 4 cents per pound for steel not used in culverts and hauled on the work,and then deducted a shortage. We had nothing whatever to do with transferring or checking up this steel. They simply took possession of it and paid us for what they said was there, and asked us to stand the loss. We paid for this steel in full.

The storm of February, 1926, blew down tree tops, limbs, debris, etc, across the right of way, and has been adjusted with a loss, but so far not paid for. We cut this bill at Mr. Johnson, Resident Enginee suggestion. Bill rendered for $1,200.00,cost to us, cut to $1,000. We also paid interest on this money to date, 17 months at 8% 1,000.00

Station 191 to 206. This work was let to stationmen by us. We called the attention of Mr. Libby, Resident Engineer, to the fact that stationmen would not go on with the work at this point the way it was laid out, and asked him to widen the roadway in good solid material, of which there was plenty near at hand,and not excavate a through cut in serpentine, as a fill made of this material was sure to cause trouble. We were unable to get the change made, and in place of avoiding the serpentine, it was extended deeper into it. As a result of this the stationmen threw up the work,and we excavated the cut through this material and practically made the fill at a large expense,and the result has been nothing but trouble and extra expense, necessitating a large amount of extra work, and cost us fully $5,000.00 more than has been allowed 5,000.00

Drainage ditch Station 196-198: Ordered by Mr. Libby, Resident Engineer. Digging ditch for diverting flow of creek across ridge above Station 196-198. Bills and pay-roll sent but not paid for.

Second time excavation intake at Culvert Station 198+25. Was first excavated as staked. Engineer Libby later decided was not large enough an intake, so re-staked it. Bills and pay-rolls submitted for second job, but not paid for.

The following is copy of letter sent to Chester Armstrong, Resident Engineer, Oregon State Highway Commission, Brookings, Or. under date of Dec. 14, 1926.

"Dear Sir: Inclosed find bill for drilling and blasting between Stations 200 and 202. Engineer Libby ordered this work done with the view of making the fill at Stations approximately 200, which washed out during a heavy rain storm, then concluded he had better postpone making the fill until after the winter rains were over

Yours truly,
J.W.Sweeney Construction Co.
By J W Sweeney"

Consequently had this work been changed and fill made of good material, the stationmen would have completed the work at a profit, and also finished during 1926.

We had a man looking after our camp last winter, and he worked 31 days cleaning ditches and opening culverts, for which we paid him $139.50, as per bills rendered. This was for caring on accepted work. This has not been paid 139.50

Bracing Box Culvert 30": Bill and payroll rendered Nov.20, 1926. Extra work order No.2, dated August 23, 1926. Not paid yet. 133.54

12" Culvert at Station 272. Was staked out in what proved to be bad ground. Storms practically wrecked culvert. Pipe had to be taken up and relaid at cost of 35.24
Bills submitted Oct.1926. Not paid for yet

Excavation for rock retianing wall at outlet of culvert Station 365 & 366.

For excavating, Gregory 32 days, Aug. Sept. & Oct, 1926

	@$4.50	144.00	
	Ind.Ins. $2.45	3.53	
	Plus 15%	22.13	
Team 2 days @ $4.50	$9.00		
+ 15%	1.35		
12 sticks 30% powder		10.35	
		64	180.65

This culvert was staked out too short. We took this up with Engr. Libby, but could get nothing definite out of him at the time. After the fill was made, and a large slide covered up the end of the culvert, we received orders from Engineer Libby to muck out the fill to the end of the culvert and build a rock (rubble masonry) wall. This work was done in August, Sept. & Oct. 1926. Bills submitted, but not paid for yet..

Extending pipe culverts, as ordered/ Originally staked too short. Work done by Pagan & Gassman, and paid for by J W Sweeney Construction Co. as per inclosed memoranda $52.10

Repairing damage to banks and forms, caused by floods in Feb. Marchand April, 1926, at box Culverts Stations 261 and 297. Floods came after trenches were dug and forms set. Washed out forms, filled trenches with sediment and banks caved in. Word done by Pagan and Gassman, and paid for by J W Sweeney Construction Co. as per attached Memoranda $220.44

Excavating for and filling rock drains, as per inclosed statement. Work done by Pagan and Gassman, as paid for by J W Sweeney Construction Co. 87.81

Resloping done during June, July and August 1926, at Stations 284 andm300, as ordered by Engineer. Not paid for yet. Copy of payroll attached 499.76

New Culvert ordered at Station220. Excavation had to be made in sunken fill, had to be dug out and sloped about 1 on 1½. Only paid about two thirds of cost of excavation. Payrolls rendered for cost of excavation.

Culvert (18") put in at Station 220, should be paid for at contract price of $4.00 per lineal foot.

Have not been paid for 18" Culvert put inat Station 200

Kindly give the above items your attention. We are payinf ibterest on borrowed money and owe bills that should be paid. Please make up our final estimate as soon as possible, and oblige.

Yours truly,

J W Sweeney Construction Co.
By J W Sweeney

[redacted] STATE HIGHWAY COMMISSION

[redacted]

December 8, 1927.

Mr. W. E. Chandler
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

Through Mr. VanDuser, we have today received from the Sweeny Construction Company copies of two letters addressed to Resident Engineer H. O. Johnson in regard to claims for extra compensation in connection with the grading of Unit 5 of the Dowd Hill-Chetco River Section. Two copies each of the two letters referred to are being enclosed herewith. Please investigate the claims made by the Sweeny Construction Company and let us have whatever recommendations and explanations you desire to make.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

FORM 25 83426 3M 6-27

PR 119 #3

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
C. E. GATZS, MEDFORD

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

NOTED
State Highway Engineer

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

November 8th, 1927.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Dear Sir:-

Referring to your letter of June 3rd, 1927, with reference to a claim presented by Walter Condron to Senator Hall, have checked over the final records as they have come from Mr. B. O. Johnson, and I find that the new profile is considerably different than the old between stations mentioned, but the overhaul is about the same. As shown on the profile there would be considerable material hauled up hill, but in talking to Mr. Libby who was in charge of this work during construction, find that the top of the large cut was hauled into the fill so that the grade that was hauled on would not be greater than two or two and a half per cent. The bottom of the cut was hauled down hill thus reducing the haul up grade to a minimum and none would be hauled up a five per cent grade.

Do not believe the way this particular cut and fill were handled Mr. Condron has a serious claim. There would be no claim at all when the total contract is considered as such things as this tend to balance as changes may have been made at other places where the haul up hill was changed to haul down hill, so that at least Mr. Sweeney would have no claim.

I am forwarding these final records to you today.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

#835-88a-3

PR 119#3.

J. W. SWEENEY, Mgr.

DAN SHEARER, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

~~BROOKINGS~~, OREGON Nov. 2, 1927

NOV 4 1927
OREGON
COMMISS

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:-

Your letter of the 1st inst received, relative to claim against us for $50.00 by Al. Smith, of Brookings, Oregon.

We never had a bill from Mr. Smith for this alleged claim. We had an agreement with him, as we had with Mr. Colgrove and Mr. Roy Hogan, that we give him the buildings for rental of camp.

We presume that when the State acquired the right of way that the shed or barn was the States' property.

Yours truly,

J.W. SWEENEY CONSTRUCTION CO.

By J.W. Sweeney

NOTED
H. B. GLAISYER

#835

88C-3

PR 119#3

November 1st, 1927

American Surety Co. of N.Y.
W. J. Ignoe, Agent,
Yeon Build.g,
Portland, Oregon.

Gentlemen:

This letter is to inform you as surety on the bond furnished by J. H. Sweeney Construction Company, that we have today received notice of the claim of Al Smith against this company in the sum of $50, it being for rental of a barn and camp ground and also for the destroying of a portion of the barn, all in connection with the J. H. Sweeney Construction Company's contract for the grading of the Unit #3 of the Summit Hill-Gibbon River section of the Roosevelt Coast Highway in Curry County.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:FS

November 1st, 1927.

J. W. Sweeney Construction Co.
155 Kingston Ave.
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received notice from Mr. Al Smith of Brookings, Oregon, of his claim against you in the sum of $50, being for rental of a barn and camp ground and destroying of a yard of the barn, all in connection with your contract for the grading of Unit #5, Round Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Sleisyer,
Chief Clerk.

HBS:HB

OREGON STATE HIGHWAY COMMISSION

November 1st, 1927.

Mr. Al Smith,
Brookings, Oregon.

Dear Sir:

We acknowledge receipt of notice of your claim against J. W. Sweeney, being in the sum of $60 for rental of a barn and camp ground from March 15th to September 1st, 1926.

In connection with the contract awarded to Mr. Sweeney, he was required to furnish a surety bond for protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond is your protection and we would suggest that you file notice of your claim with the surety on the bond, who, in this particular instance, is the American Surety Company of N.Y., for whom W. J. Lyons is the local agents with offices in the Yeon Building, Portland, Oregon.

Should you secure no satisfaction through the bonding company, then you still have recourse to action in the court and should file notice of your claim with the Secretary of State in conformance with the terms of Section 2998, Oregon Laws, a mimeograph copy of which is enclosed herewith for your further information.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JH

...BAKER, CHAIRMAN
...UZER, PORTLAND
...ALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

RECEIVED
OCT 31 1927
GRANTS PASS DIV. OFFICE

Returned to Salem Office 10-31-27

OREGON STATE HIGHWAY COMMISSION

SALEM

Brookings, Oregon,
October 28,1927.

IN REPLY PLEASE REFER TO FILE No.....

ATTENTION:.....

Mr W.E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir;

Mr Al. Smith claims rental of barn and camp ground by J.W. Sweeney for the period March 15 1926 to Sept. 1st. 1926, which is unpaid,also according to verbal agreement Mr Sweeney agreed to assist Mr Smith in moving the barn from the right of way in return for ~~XXXXX~~ rental of barn and camp ground, but instaed of this assistance Mr Sweeneys grading crew wrecked the part of the barn in the way of grading operations and left the remaining part standing leaving it open th weather.

J.W.Sweeney COnstruction Co. To Al. Smith

To rental of barn and part destroyed together with camp ground for period March 15 to Sept. 1st 1926. $ 50.00

#835

RECEIVED
NOV 1 1927
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON,)
ss.
County of Curry,)

I Al Smith being first duly sworn, depose and say upon oath, that I am the owner o f the above described property and that I have knowledge of the above described claim ; that the foregoing account is correct and just; and ,that the charge therefor is reasonable and that no par t has previously been paid.

SIgned Al Smith

Subscribed and sworn to before me this 29th day of O ctober A.D. 1927

ANSWERED H. B. G.

W. J. Ward

Notary Public For Oregon.
My Commission Expires April 26th 1929

JAS. E. MONTGOMERY, PRESIDENT.
A. E. ADELSPERGER, VICE PRESIDENT

MAIR A. DANO, CASHIER
E. E. WIPER, ASST. CASHIER

Bank of Southwestern Oregon

OLDEST BANK IN COOS COUNTY

CAPITAL AND SURPLUS $ 180,000.00

PR #119
Unit No 3

MARSHFIELD, OREGON

October 31, 1927

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

My dear Mr. Klein:

Thanks for yours of the 29 th, by Mr. Probert, in regard to the Sweeney contract in Curry County. We are disappointed that more rapid progress is not being made on this settlement but we appreciate your promise to expedite final payment as much as possible.

Yours truly,

James E. Montgomery

President.

JEM:V

PR #119

MISSION

S. L. Probert,
Office Engineer.

Copy of your letter to

[illegible]

[illegible] The records

[illegible] end of this [illegible]

[illegible] to [illegible]

[illegible] to tender final payment

[illegible] Field Engineer Lofgren

[illegible] he can complete his

[illegible] stated in our previous

[illegible] in our Salem Office

[illegible] investigation of

[illegible] of final payments

[illegible] your more encouraging

[illegible] in connection with a

[illegible] at best, and in this

[illegible] unusual. We shall do everything possible to expedite the passage of the final payment from now on.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. L. Probert
Office Engineer

SLP:AF

PR 1194-3

Unit #3

October 29, 1927.

Mr. James E. Montgomery,
Bank of Southwestern Oregon,
Marshfield, Oregon.

Dear Sir:

We refer now to your letter of October 27, in which it is stated that Mr. Sweeney has advised you that he has put in claims for some very considerable amounts of extra compensation in connection with his contract for the grading of Unit No. 3 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway.

No claims from Mr. Sweeney have as yet come to our attention, but it is quite possible that some have been submitted to our field engineers; in which event we will undoubtedly soon hear from them. When they are received, they will have our careful consideration; and if there is merit in them, and Mr. Sweeney is entitled to additional allowance, such allowance will be made. However, until such time as we have had opportunity to see the claims and to investigate them, we will be unable to give you any idea as to what amount, if any, will be allowed.

It now appears that we will not be able to tender final payment to Mr. Sweeney before about December 15. Our field engineer informs us that it will be the first of November before he can complete his computation of the final quantities, and, as we stated in our previous letter, a check of the computations must be made in our Salem Office after that. There is the possibility, also, that investigation of Mr. Sweeney's claims may further delay the making of final payment.

We are sorry that we are unable to give you more encouraging information but the making of final settlement in connection with a large grading job of this kind is a slow process at best, and in this particular case, conditions have operated to cause slower progress than usual. We will do everything possible to expedite the passage of the final payment from now on.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

PR 110 # 3

HAIR A DANO, CASHIER
E. E. WIPER, ASST. CASHIER

Bank of Southwestern Oregon

OLDEST BANK IN COOS COUNTY

CAPITAL AND SURPLUS $ 180,000.00

MARSHFIELD, OREGON

October 27, 1927

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

My dear Mr. Klein:

We have been advised by Mr. Sweeney that he has put in claims to your Engineers in very substantial amounts, which have not yet been acted upon. As Mr. Sweeney is still heavily indebted to us we are anxious to know at the earliest possible date what action is taken or is likely to be taken upon his claims, so that we may decide whether it will be necessary to insist that Mr. Sweeney secure funds from other sources to pay us off and liquidate his loss on the Curry County job.

Any information which you can give us as to the probable date and amount of the final settlement from the State to Sweeney will be very much appreciated.

Yours very truly,

James Elliott Sweeney

President.

JEM:V

REFERRED TO S.H.P.

cc Mr W.E. Chandler
Division Engineer.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

NOTED
State Highway Engineer

MISSION

on. IN REPLY PLEASE
927 REFER TO FILE No.

ATTENTION:

S.M. Probert.
Office Engineer.

copy of your letter to
of the Burnt Hill
this estimate completed
ate by the transitman
cted. The first
pt. 15. The records
he end of this month.

cut had to be
adings were more
ng the computations
and Hall's work, the
l grading work. Work in
lired much of the time of

gineer.

PR 119 #3

FORM D-A B-5665 5M 1-27

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

NOTED
State Highway Engineer

PR*119
Unit No. 3

OREGON STATE HIGHWAY COMMISSION

SALEM

Gold Beach Oregon.
October, 28th, 1927

IN REPLY PLEASE
REFER TO FILE NO.

ATTENTION:

Mr Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

S.H. Probert.
Office Engineer.

Dear Sir;

I have received ~~XXX~~ the copy of your letter to Mr Chandler in regard to the final estimate of the Burnt Hill Chetco River Section. I had expected to have this estimate completed on Oct. 15th. but the checking of this estimate by the transitman was not completed at that time as I had expected. The first computation by the computer was completed Sept. 15. The records should be ready to turn in without fail at the end of this month.

Due to the slides almost every cut had to be remeasured and in most cases the section readings were more numerous than the original grading work making the computations very tedious. The same is true of Washburn and Hall's work, the office work being as great as on the original grading work. Work in connection ~~XXX~~ with the surfacing also required much of the time of the party.

Very truly yours

D.O. Johnson

Resident Engineer.

cc Mr W.E. Chandler
Division Engineer.

...ER, CHAIRMAN
...N, PORTLAND
...EDFORD

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER

GRANTS PASS, OREGON

October 24th, 1927.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Regarding the final for Unit #3 Burnt Hill-Chetco River Section, advise that I saw Mr. B. O. Johnson last week regarding this and he will have it ready in a short time. You will remember that this grading project was very slow and Mr. Sweeney had two or three extensions. For this reason there was three resident engineers on the work before it was completed. This always makes a final more difficult for the man who has to make it. Therefore this is the main reason for this delay.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

Form 39—B-5103—12M—5-27.

PR 119 #3

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date Sept 24 1927

Job Name Mount Hill-Creek Div
Part 2

Week from Sept 17 to Sept 24

Mail Address Brookings, Oregon

Highway Coast

Telegraph or Telephone Address Brookings

County Curry Job Prefix PE-2

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Gravity Line of new culvert pipes and retaining wall. Three foreman and eight men on this work.

RECEIVED
SEP 30 1927
BRIDGE DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed Lowell Johnston

Title Foreman

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

JAS. E. MONTGOMERY, PRESIDENT
A. E. ADELSPERGER, VICE PRESIDENT

MAIR A. DANO, CASHIER
E. E. WIPER, ASST. CASHIER

Bank of Southwestern Oregon

OLDEST BANK IN COOS COUNTY

CAPITAL AND SURPLUS $ 120,000.00

PR #119
Unit #3

MARSHFIELD, OREGON
September 17, 1927

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

My dear Mr. Klein:

Mr. Probert's letter of September 16 is at hand and we appreciate very much the information which it contained, altho it is a little disappointing to us in that we had expected Mr. Sweeney to receive a final settlement earlier than indicated and that it would amount to more than the present figures in your office seem to suggest. We note that the warrant will be sent to us according to your present instructions.

Yours very truly,

JEM:V

President.

PR #119

[illegible] September seventh in
[illegible] until the [illegible] of the
[illegible] be issued, and as
[illegible] information [illegible]
[illegible] soon as possi-
[illegible] this contract to be
[illegible] one year long in the
[illegible] sixteen and seventeen
[illegible] seventeen thousand dollars
[illegible] per being drawn. This
[illegible] his signature and affidavit.

[illegible] will not be made before
[illegible] make a complete check
[illegible] made in this office, and
[illegible] yet been received from

[illegible] your letter of September 12,
[illegible] to your bank, will say that
[illegible] so sent, and they will be
[illegible] r. Sweeny or his surety, or
[illegible] ecessary for us to handle
[illegible] has made no assignment

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

PR#119#3

PR#119
Unit#3

September 16, 1927.

Mr. James E. Montgomery,
Bank of Southwestern Oregon,
Marshfield, Oregon.

Dear Sir:

We have delayed reply to your letter of September seventh in regard to the Sweeney Contract in Curry County, until the amount of the latest estimate in connection with the work could be known, and so that we would be in better position to supply the information which you desire.

We cannot yet estimate the exact amount that remains to be paid to Mr. Sweeney, but the information which we now have in the office indicates that the amount will be between sixteen and seventeen thousand dollars. Included in this sixteen or seventeen thousand dollars is an amount of $8,778.44 for which voucher is now being drawn. This voucher will be mailed today to Mr. Sweeney for his signature and affidavit.

Final payment to Mr. Sweeney probably will not be made before about November 15, as before that payment can be made a complete check of the field computations of quantities must be made in this office, and the field notes required for this check have not yet been received from the Resident Engineer.

With reference to the inquiry made in your letter of September 13, in regard to Mr. Sweeney's warrants being sent to your bank, will say that Mr. Sweeney has requested that the warrants be so sent, and they will be so sent unless we are otherwise instructed by Mr. Sweeney or his surety, or unless some other unforeseen action makes it necessary for us to handle the warrants in some other manner. Mr. Sweeney has made no assignment in your favor.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

MAIR A. DANO, CASHIER
E. E. WIPER, ASST CASHIER

...rn Southwestern Oregon

OLDEST BANK IN COOS COUNTY

CAPITAL AND SURPLUS $ 190, 000. 00

MARSHFIELD, OREGON

JAS. E. MONTGOMERY, PRESIDENT.
A. E ADELSPERGER, VICE PRESIDENT
MAIR A. DANO, CASHIER
E. E. WIPER, ASST. CASHIER

September 13, 1927

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Supplementing ours of September 7, in regard to the Sweeney job in Curry County, Mr. Sweeney has advised us that the checks for settlement of his account are to be mailed to this bank. Will you please confir- this and advise us in regard to the questions raised in our letter referred to above, at your early convenience.

Yours very truly,

JEM:V

President.

REFERRED TO
S H P

Sweeney job in
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considerable sum
ich are being pre-
as soon as possi-
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truly,

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REFERRED TO
S H P
By State Highway Engineer

Bank of Southwestern Oregon

OLDEST BANK IN COOS COUNTY

CAPITAL AND SURPLUS $ 120,000.00

ESTABLISHED 1868

MARSHFIELD, OREGON

JAS. E. MONTGOOMERY, PRESIDENT.
A. E. ADELSPERGER, VICE PRESIDENT
MAIR A. DANO, CASHIER
E. E. WIPER, ASST. CASHIER

September
Seventh
1927

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

My dear Mr. Klein:

We understand that the Sweeney job in Curry County is finished and that he has moved out. We have the impression from Mr. Sweeney that he has a considerable sum coming, in addition to the final estimates which are being prepared. We would appreciate your advising us as soon as possible, just about how much will be coming to Sweeney, and when. It occurs to us that it might be possible to make him a substantial payment at this time pending the final figures. This would enable him to get along a little bit easier with us.

Yours very truly,

JEM:V

President.

REFERRED TO
S.H.P.
By State Highway Engineer

JAS. E. MONTGOMERY, PRESIDENT.
A. E. ADELSPERGER, VICE PRESIDENT

MAIR A. DANO, CASHIER
E. E. WIPER, ASST. CASHIER

Bank of Southwestern Oregon

OLDEST BANK IN COOS COUNTY

CAPITAL AND SURPLUS $ 120,000.00

MARSHFIELD, OREGON

August , 192

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

My dear Mr. Klein:

On July 1 we addressed a letter to you in connection with the Sweeney job in Curry County. In line with your suggestion when I talked to you a few days before that, that we make further inquiry as to the status of the Sweeney contract, we have not received a reply to our letter so we will be able to care for Mr. Sweeney's requirements more intelligently when we have had the benefit of such information as to can give us.

Your very truly,

James Montgomery

President.

JM:V

NOTED
State Highway Engineer

answered

PR 11-23

ly 25, asking inquiry
s J. W. Sweeney contract
ston River Section.

rvember 16th was yesterday
ill probably be paid during
ill note that this voucher
to Mr. Sweeney for extra
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thinking what is still

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mined out between Mr. Sweeney
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his office until after
mitted from the field.

t the regular work under
final estimate will not
ities over those listed
hat there still remains to

We are sorry that we can not at this time give you an estimate of what the extra work will amount to or if they may be allowed on the claims made by Mr. Sweeney in his letter to Mr. Johnson, but at most, the total amount of these indefinite items is only a small percentage of the total amount involved in the contract.

Very truly yours,
ROY A. KLEIN
State Highway Engineer

By

E. E. Probert
Office Engineer

EEP:AP

PR #119
Unit No. 3

PR 1193

August 8, 1927.

Mr. James E. Montgomery,
Bank of Southwestern Oregon,
Marshfield, Oregon.

Dear Sir:

Reference is made to your letter of July 23, making inquiry in regard to certain matters in connection with the J. W. Sweeney contract for the grading of Unit No. 3 of the Marsh Hill-Coaledo River Section.

We are enclosing herewith a copy of a voucher which was yesterday sent out to Mr. Sweeney for execution and which will probably be paid during the course of the next ten or fifteen days. You will note that this voucher indicates that to date $1,107.82 has been allowed to Mr. Sweeney for extra work. There are undoubtedly some further allowances to be made, but as extra work is almost always in the nature of a contingency, and therefore impossible of anticipation, we have no means of estimating what it will amount to.

The matters referred to by Mr. Sweeney in his letter to Resident Engineer B. O. Johnson under date of July 14, copy of which letter was enclosed with yours, are matters which must be threshed out between Mr. Sweeney and our resident and division engineers. Matters of detail of the kind mentioned by Mr. Sweeney can not be checked up in this office until after the final estimate and its supporting records are submitted from the field.

Our reports from the field indicate that the regular work under the contract is practically completed and that the final estimate will not show any very material increases in unit price quantities over those listed on the enclosed voucher. You will note, however, that there still remains to be released a retained percentage of $6,642.76.

We are sorry that we can not at this time give you an estimate of what the extra work will amount to or of what may be allowed on the claims made by Mr. Sweeney in his letter to Mr. Johnson, but at most, the total amount of these indefinite items is only a small percentage of the total amount involved in the contract.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

ESTABLISHED 1869

Bank of Southwestern Oregon

OLDEST BANK IN COOS COUNTY

CAPITAL AND SURPLUS $ 120,000.00

JAS. E. MONTGOMERY, PRESIDENT
A. E. ADELSPERGER, VICE PRESIDENT
MAIR A. DANO, CASHIER
E. E. WIPER, ASST. CASHIER

MARSHFIELD, OREGON

July 18, 1917

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

My dear Mr. Klein:

Referring to our correspondence and our conference last week with regard to the status of the J. W. Sweeney Construction Company job in Curry County, I would be pleased to have you advise us as fully as possible as to the present condition of that work. It is our impression that Mr. Chandler, Division Engineer, and Johnson, Resident Engineer, went over the work with Mr. Sweeney about a week ago and that probably an estimate was made up to the middle of July at that time. We would be pleased to be advised as soon as possible as to the amount of this estimate.

Mr. Sweeney indicates that there will probably be some small jobs authorized which were originally a part of the contract, and also some extras. We will be pleased to be advised as to the extent of this additional work, if any, and the estimate of your office as to when Sweeney will complete his job.

We are enclosing herewith copy of a letter addressed to the Commission for the attention of the Resident Engineer by Mr. Sweeney, under date of July 14. This letter would indicate that there are numerous items which have not been finally settled. We would be pleased to have information as to the probable amounts of the settlement in connection with the items mentioned in this letter.

We are making a further advance to Mr. Sweeney to enable him to clean up the work promptly and are anxious to know just what is going to be the ultimate lineup.

Yours very truly,

President.

JLH:V

700 to Est

Est 18 semi final

$10,803.47 –
6,642.76 –

copy of letter from

J. W. SWEELEY CONSTRUCTION CO.

Brookings, Oregon July 14, 1927

to

Oregon State Highway Commission,
B. O. Johnson, Resident Engineer,
Gold Beach, Oregon.

Dear Sir:

Will you kindly check up the inclosed bills and get them on the way for vouchers, as we need the money.

In the month of February, 1926, there was a heavy wind and rain storm, blowing down trees and tree-tops on right of way on our contract, Unit 3, Coast Highway, Curry County. We estimated that this work equalled approximately three (3) acres, and rendered a bill for $1,200.00. Our contract is $400.00 per acres for extra clearing. Please see that this bill is paid.

We have been allowed, to date, 4½ acres extra clearing. We have had this estimated and find that we should be allowed not less than nine acres.

We have called your attention to the expense of installing a roch-crusher. After submitting samples of rock for approval, the rock was accepted, and then later on rejected. Before the rock was rejected we were ordered to add extra cement and sand for concrete. We think you should pay this bill for cement and sand. You should also pay part of the cost of setting up crusher, and make a fair allowance for rock and sand that has not been used.

Excavation for overbreak on culverts is quite an item. We should be given fair treatment on this.

We are at a loss to understand why we have not been paid for overhaul, as the material has practically all been hauled and yardage increased. There is over $7,000.00 due on this item.

We have previously called your attention to trouble we had between stations 7.6 and 159, also between stations 181 and 206.

We have also notified you of the claim of Walter Condron between stations 211 and 241, hauling fill. Also to the fact that we expected all the work on our section, as our bond provides for that. We figured our overhaul on that basis.

We have been cutting down some of the fills that we built up to stakes, not shrinking as much as was calculated on. Taking out slides and this class of work is rough excavation and hard to do. Please give liberal measurements on this.

C. missior

July 14, 1917

Our reclaim is on work that was closed last ye r. There is some co tention th t this should only be paid in part. We have not tried th t scheme on our ner that worked for us making the slo es in 1926. e ex ect to pay the men that do the work in full, and ex- ect our pay on this basis.

e do not think the State should hold up our money, as it makes it difficult to complete the work, running around trying to borrow money nd paying interest. Kindly get our vouchers through as quickly as possible, and oblige,

Yo r truly,

J. . STILLY CO T CTION CO PANY

( ) . . . EY

PR #119-#3

August 1, 1927.

Mr. W. E. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

Reference is made to the enclosed price agreement covering payment for 27,549 pounds of metal reinforcement left on hand in connection with the J. W. Sweeny contract for the grading of Unit 3 of the Burnt Hill-Chetco River Section.

On March 22, Mr. Sweeny submitted a bill for this same 29,849 pounds of metal reinforcement, the amount of which bill was $881.57. We note that the amount which it is now proposed to allow for this steel is $1,101.96. Please advise as to why this larger amount is to be allowed.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

FORM 28 80436 3M 6-27

PR # 119 #3

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
C. E. GATES, MEDFORD

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

PR # 119 - Unit No. 3.

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

July 16, 1927

RECEIVED
JUL 18 1927
OREGON
STATE HIGHWAY COMMISSION

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon,

Attention Mr. De Souza

Dear Sir:

Have copy of letter received from J. W. Sweeney Construction Company, regarding estimate of June 15th. Can advise that the detour mentioned in this letter has been paid for by Wren and Greenough, surfacing contractors, as it was made around their quary site. We are paying for certain sloping and other work by force account, and the main reason they have not been paid is because the bills have not been properly returned and there is also some contention about some of these bills. They will be taken care of this month.

Mr. Sweeney's estimate on June 15th was late, due to the fact that he had done but little work during the month. His work has been going very slow and he seems to be accomplishing very little. He is moving all of the slides by teams and has a large percentage of mucky-blue clay. Moving of them is very tedious and appears very costly to Mr. Sweeney. All through Mr. Sweeney's construction, he has resorted to old methods in doing the work. The other contractors in this section, have shovels entirely and have completed their work on time. Washburn and Hall have been moving very successfully on the same kind of material with a steam shovel, and will nearly finish on time.

WEL:VB

Yours very truly,

Wm. E. Chandler,
Division Engineer

July 1, 1927.

J. W. Downey Construction Co.,
Eugalingh, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 29th ult., relative to the June 15th estimate on Unit 3 of the North Hillsboro River Section of the Roosevelt Coast Highway.

We have made payment to you of all estimates and bills which have been submitted to this office on that project and are referring a copy of your letter to Mr. W. E. Chandler, Division Engineer, for such action as may be necessary.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

J. W. De Young,
Assistant Office Engineer.

JWD:HI

cc W. E. Chandler

July 1, 1927.

Mr. W. E. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.
Salem, Oregon.

Dear Sir:

Herewith we are enclosing a copy of a letter just received from the Sweeney Construction Co. relative to their June estimate on Unit No. 3 of the Burnt Hill-Chetco River Section. We are also enclosing a copy of our reply to them. Will you please investigate and advise us as to whether there is any justification for their claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

J. W. De Boom,
Assistant Office Engineer.

JWDeBK

DAN SWEARER, SUPT.

SWEENEY CONSTRUCTION CO.

CONTRACTORS

BROOKINGS, OREGON

June 29, 1927.

RECEIVED
JUL 1 1927
OREGON

Roy Klein,

State Highway Engineer,

Salem, Oregon.

Dear Sir:-

Our monthly Estimate, to June 15, 1927, on Unit #3, Burnt Hill-Chetco River Section of Roosevelt Highway, Curry County, is incorrect and not a fair estimate. We practically finished the sloping on our contract last fall. We removed slides and did resloping under the direction of your Engineers according to stakes set by them, and have not been allowed anything for this work. We built a detour, at the direction of your Engineers, and have done other work ordered, by your Engineers, promised work orders for same, but have never received the orders or any pay. If necessary to have these orders will you kindly see that they are furnished.

We have our pay-rolls to take care of and bills to pay and need our money.

Please give this matter your attention, and oblige,

Yours truly,

J. W. SWEENEY CONSTRUCTION CO.

By J. W. Sweeney

#835

PR# 119-3

July 15, 1937.

J. E. Sweeney Construction Company,
Spokane, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of yesterday requesting an extension of time to August 15th on your contract No. 835 - Unit 3 - Burnt Hill-Chetco River Section in Curry County.

Please be advised that before your application for further extension of time on this contract can be considered by the Highway Commission it will be necessary to have the written endorsement of your surety on the bond furnished in connection with this contract consenting to the requested extension.

Very truly yours,

GCF A. KILLIN,
State Highway Engineer.

By

H. B. Gleiberger,
Chief Clerk.

Dict. by J. McFarland.

By [illegible] Sweeney

COMPANY'S
HOME OFFICE BUILDING

American Surety Company
of New York

F. W. LAFRENTZ
CHAIRMAN OF THE BOARD
R. R. BROWN
PRESIDENT

LOCAL BOARD
WILLIAM M. LADD, RES. VICE PRES
JOHN TWOHY

WM. C. BRISTOL, COUNSEL

ADDRESS ALL COMMUNICATIONS TO
WILLIAM J. LYONS, MANAGER
W. A. KING, ASSISTANT MANAGER

IN REPLYING TO THIS LETTER PLEASE QUOTE
SUBJECT AND INITIALS GIVEN

BRANCH OFFICE FOR THE STATE OF OREGON

500-501-502 YEON BUILDING

TELEPHONE BEACON 8093

PORTLAND, ORE.,
July 28th, 1927

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Re: #350140-B J. W. Sweeney Const. Co.

It is our understanding that the J. W. Sweeney Construction Company has asked for an extension of time to August 15th, 1927 for the completion of Unit #3, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, contract No. 835. It is agreeable to this Company as surety on the bond of J. W. Sweeney Construction Company that such extension be granted and we are enclosing herewith a stipulation to that effect.

Very truly yours,

W. A. KING,
Asst. Manager.

WAK:NC

J. W. SWEENEY, Mgr. COPY DAN SHEARER, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

~~Brookings~~, OREGON Portland, July 14, 1927

Oregon State Highway Commission,
B.O.Johnson,
Resident Engineer,
Gold Beach, Oregon.

Dear Sir:-

Will you kindly check up the inclosed bills and get them on the way for vouchers, as we need the money.

In the month of February, 1926, there was a heavy wind and rain storm, blowing down trees and tree tops on the right of way on our contract, Unit 3, Coast Highway, Curry Co. We estimated that this work equqlled approximately three (3) acres, and rendered bills for $1,200.00. Our contract is $400. per acre for extra clearing. Please see that this bill is paid.

We have been allowed, to date, 4½ acres extra clearing. We have had this estimated and find that we should be allowed not less than nine acres. ba + 1.8 - 7.8

We have called your attention to the expense of installing a rock crusher. After submitting samples of rock for approval, the rock was accepted, and then later on rejected. Before rock was rejected we were orfered to add extra cement and sand for concrete. We think you should pay this bill for cement and sand. You shouls also pay part of the cost of setting up crusher, and make a fair allowance for rock and sand that has not been used.

Excavation for overbreak on culverts is quite an item. All allowed We should be given fair treatment on this.

We are at a loss to understand why we have not been paid for overhaul, as the material has practically all been hauled and yardage incrrased. There is over $3,000.00 due on this item.

We have previsouly called your attention to trouble we had between stations 238 and 259, also between stations 191 and 205.

We have also notified you of the claim of Walter Cendron between stations 221 and 231, hauling up hill. Also to the fact that we expected all the work on our section, as our bond provides for that. We figured our overhead expense on that basis.

We have been cutting down some of the fills that we built up to stakes, not shrinking as much as was calculated on. Taking out slides and this class of work is tough excavation and hard to do. Please give liberal measurements on this. Mr Lid (e)

Our resloping is on work that was sloped last year. There is some contention that this should only be paid in part. We have not tried that scheme on our men that worked for us making the slopes in 1926. We expect to paythe men that do the work in full, and expect our pay on this basis.

We do not think the State should hold up our money, as it makes it difficult to complete the work, running around trying to borrow money and paying interest. Kindly get our vouchers through as quickly as possible, and oblige,

Yours truly,
J W Sweeney Construction Co.
By J W Sweener

In addition to letter of Oct. 3, 1927, there are unpaid bills for blading roadbed at Station 78-50 + 120, Work done Sept. 1926, force account No. 2 $133.54 pd e

Also bills for work done as ordered for resloping, building road from Highway to Moore place, force account work and refinishing road bed, amounting to (This done in 1927) $5,137.61 paid e

PR 110 #3

July 9,1927

Mr. James Montgomery, President,
Bank of Southwestern Oregon,
Marshfield, Oregon.

Dear Sir:

Replying to your inquiry of the 8th inst., concerning the status of the J. W. Sweeney Construction Company's job in Curry County, would say that up to June 15th there had been paid to this company $203,978.98. Our retained percentage at that time was, and is now, $6,308.63. The amount of the last payment, which will be made to them shortly, is $1038.77. This is the semi-final payment.

It is our understanding that this contract was 94% completed on June 15th and no doubt by this time it is practically done. The next payment will no doubt be the final payment on this work. Information at hand indicates that the final payment will be approximately the amount of the retained percentage, $6,308.63. There is a probability, of course, that this will be increased and again there is a probability of its being decreased, partly on account of discrepancies that may be revealed by check of the final figures in this office.

We trust that the above information is that which you desire.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

#835-Curry Co

Bank of Southwestern Oregon

OLDEST BANK IN COOS COUNTY

CAPITAL AND SURPLUS $ 130,000.00

ESTABLISHED 1869

MARSHFIELD, OREGON

JAS. E. MONTGOMERY, PRESIDENT.
A. E. ADELSPERGER, VICE PRESIDENT
MAIR A. DANO, CASHIER
E. E. WIPER, ASST CASHIER.

17

July 8, 1927

Mr. Roy L. Klein,
State Highway Engineer,
Salem, Oregon.

My dear Mr. Klein:

We would appreciate it very much if you could give us the exact status of the Sweeney job in Curry County. We are very much disappointed in the June estimate which he tells us is only about $1000. We will appreciate knowing just how nearly completed the job is, how much retained percentage there is and an estimate from you as to the additional money which Sweeney will receive. We are anxious to see him thru in this matter but we do not want to commit ourselves to carry indefinitely a deficit.

With kindest personal regards,

I am

Yours very truly,

JE :V

President.

Paid to June 15 - $203,978.98
Ret. held in $6308.63
Est. Ct. on S.F. in amt. $1,002.77
Job 94% complete on June 15, 1927
Warrant for [illegible] mailed June 12th.

PR 1193

June 3, 1927.

Mr. W. E. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

I am enclosing herewith a copy of a letter from Senator Charles Hall, regarding the claim of one Walter Goodrum, who appears to be a subcontractor under J. W. Mahoney. Would be pleased to have a report on this matter at your convenience so that I may reply to Senator Hall.

Very truly yours,

State Highway Engineer.

RAK:HI

June 1, 1927.

Hon. Charles Hall,
Marshfield, Oregon.

Dear Senator:

Receipt is acknowledged of your letter of May 26th, regarding the claim of Mr. Walter Comiron in connection with a subcontract from J. W. Sweeney on Unit No. 3 of the Roosevelt Highway between Pistol River and Brookings. I have no first hand information on this, but I have referred the matter to Mr. Wm. E. Chandler, Division Engineer, who is in charge of this particular piece of work, and have asked him for a complete report covering this particular subcontract. As soon as such a report is received, I will be glad to communicate with you further.

You will appreciate that in subcontracts of this kind the subcontractor makes his own arrangement with the contractor and the price he receives is a matter of agreement between them over which we have no control. Credit is given for the yardage moved, based on engineering measurements, and we have no latitude in making adjustments. The whole matter is simply a cold business proposition in which individual losses or gains can not be considered.

Very truly yours,

State Highway Engineer.

RAK:HI

COMMITTEES
CHAIRMAN: ROADS AND HIGHWAYS
MEMBER: BANKING
COMMERCE AND NAVIGATION
COUNTY AND STATE AFFAIRS
ELECTIONS AND PRIVILEGES
FISHING INDUSTRIES

State of Oregon
SENATE CHAMBER

May 26th, 1927

Mr. Roy A. Klein, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

Mr. Walter Condron of this city has discussed with me the matter of extra compensation which he claims he should have in connection with the change of grade between Station 221 and 230 on Unit 3 of the Roosevelt Highway, between Pistol River and Brookings. He was working on a sub contract taken from J. W. Sweeney.

I understand that this contract is about to be closed.

Mr. Condron has estimated that by reason of the change in grade, entailing a longer haul, and that he was required to haul up hill instead of down, as was the case on the original grade, it will cost him a thousand dollars, and is able to furnish detailed analysis to substantiate this claim.

Naturally, your engineer would wish to make computations.

I am convinced that the claim is a worthy one, and even though it be a moral obligation on the part of the Highway Commission, it should be recognized. I sincerely hope that you will make a careful investigation of this before the estimate on the job of the Sweeney Construction is made, so that this matter may be adjusted.

Awaiting your advices, I am

Very truly yours,

Charles Hall
CH

CH/LH

PR #119
Unit #3

March 2[illegible], 1927.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

The enclosed bill for $281.57 was yesterday handed to us for payment by Mr. J. W. Sweeney.

Does not the 30,000 pounds of steel shown upon the last monthly estimate as being on hand, include the 27,540 of steel referred to in the bill? If it does, then payment of the bill can not be made until a corresponding reduction has been made in the amount which has already been allowed to the contractor for materials on hand.

In this connection, we wish to advise that all payments for materials left on hand at the completion of construction work should be paid for either under extra work orders or under special price agreements. It is very desirable that all payments to contractors in connection with work or material which is directly connected with the contract work, be made on the regular estimate vouchers. We note that it has been your recent practice to submit bills of this kind for payment on commercial vouchers. The actual payment of these bills has not, however, been allowed on commercial vouchers, but has been made along with the regular payments for contract work.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebart
Office Engineer

SHP:AP
Encl.

March 23, 1927.

J. W. Sweeney Construction Co.,
185 Kingston Avenue,
Portland, Oregon.

Gentlemen:

Reference is made to the bill for $881.57 which you handed to our auditor for payment yesterday, this bill being for 27,549 pounds of steel left on Unit 3 of the Burnt Hill-Chetco River Section.

We find that our last payment to you in connection with this project included an allowance of $1200 for steel on hand. This allowance undoubtedly includes the material covered by the bill above referred to. This being the case, payment of the bill can not be made until the next Construction estimate is received from the field, at which time proper correction in the quantity of steel on hand will be made.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

CC Mr. W. E. Chandler,
Grants Pass, Oregon.

#835-B-3

PR.112

Home Office 151 N. Main S.
Telephone 126
Roseburg, Oregon

J. A. DENN POWDER COMPANY

DANT

EXPLOSIVES

DISTRIBUTORS FOR SOUTHERN OREGON

Roseburg, Oregon January 22, 1927.

J. A. Denn Powder Company.
Roseburg, Oregon.

Oregon State Highway Comm.
Att: H. B. Gloyer, Chief Clerk,
Salem, Oregon.

Attention Mr. Joseph A. Denn.

Gentlemen:

Receipt is acknowledged of your letter of yesterday making inquiry relative to the J. T. Sweeney Construction Company contract No. 835 - Unit 3 - Burnt Hill-Chetco River Section in Curry County.

Please be advised that the retained percentage on this contract is now $6,217.30. According to our records this contract was completed on November 20th, 1926, so would have one year after the date of completion in which to file your claim, making the time November 20th, 1927.

The surety on the bond furnished in connection with this contract is the American Surety Company of New York for whom W. J. Lyons, Yeon Bldg., Portland is resident agent.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gloyer,
Chief Clerk.

Dict. by J. McFarland.

J. A. DENN POWDER COMPANY

Roseburg, Grants Pass
Medford, Ashland
Jacksonville, Reedsport
Marshfield, Bandon
Coquille

GIANT

EXPLOSIVES
DISTRIBUTORS FOR SOUTHERN OREGON

Roseburg, Oregon

Jan. 21, 1927.

Oregon State Highway Comm.
Att: H. B. Glaisyer, Chief Clerk,
Salem, Oregon.

Dear Sir:

Will you kindly advise me if the J. W. Sweeney Const. Co. has completed work on their contract No. 835-Unit 3-Burnt Hill-Chetco River Section in Curry County. It is my understanding that you have a retained percentage amounting to $10,362.16. Will you advise me if this amount has yet been paid to this contractor and if possible what date would be the last legal one for filing claim with his surety company.

Very truly yours,

J. A. DENN POWDER CO.

By Joseph A. Denn

Joseph A. Denn.

JAD:AS

Home Office: 211 S. Stewart
Telephone 130
Roseburg, Oregon

J. A. DENN POWDER COMPANY

DYNAMITE
DISTRIBUTORS FOR SOUTHERN OREGON

Roseburg, Oregon
Dec. 27, 1926.

December 28, 1926.

J. A. Dean Powder Company,
Roseburg, Oregon.

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs:

Attention Mr. Joseph A. Dean

Will you kindly advise me of the present status of
Gentlemen: any construction companies payments on the trout-
ing contract. I am considerably interested inasmuch as
I have receipt is acknowledged of your letter of yesterday making
worth of powder used on this job.
inquiry relative to the payments to the J. W. Sweeney Construction

Very truly yours,
Company on their contract No. 850 - Unit 3 - Burnt Hill-Chetco River
J. A. DENN POWDER CO.
Section in Curry County.

Please be advised that the last payment on this contract
which was the semi-final payment and was for work performed to Nov.
30th, was in amount $14,491.16. The warrant was mailed from this
office on December 11th. The retained percentage is $10,862.16.

For your information we wish to advise that this contract as
all state highway contracts are is covered by a surety bond to protect
labor and material claims. The surety in this instance is the American
Surety Company of New York, for whom W. J. Lyons, Yeon Building, Portland,
is resident agent. If you have difficulty in collection we would suggest
that you take the matter up direct with the surety on the bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McMoland.

#835- Curry

, Oregon

Roseburg, Grants Pass
Medford, Ashland
Jacksonville, Reedsport
Marshfield, Bandon
Coquille

J. A. DENN POWDER COMPANY

GIANT

EXPLOSIVES

DISTRIBUTORS FOR SOUTHERN OREGON

Roseburg, Oregon

Dec. 27, 1926.

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs:

Will you kindly advise me of the present statis of J. W. Sweeney Construction Companies payments on the Brookings contract. I am considerably interested inasmuch as I have not yet received payment for approximately $3000.00 worth of powder used on this job.

Very truly yours,

J. A. DENN POWDER CO.

By Joseph A. Denn.

Joseph A. Denn.

JAD:AS

S.F: #14,491.73 for work to Nov-30th
Returned- #10,362.14

Dict. by J. McFadden.

Rhfield
Encl.

635 119
PR 119 -

December 2, 1926.

American Surety Company of New York,
W. J. Lyons, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to the J. W. Sweeney Construction Company on contract No. 635 for the construction of Unit 5, Burnt Hill-Chetco River Section of the Roosevelt-Coast Highway in Curry County.

This payment will be made on or after December 11th, 1926. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

119

July 19, 1926.

American Surety Company of New York,
c/o Mr. W. J. Lyons, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find certified copy of notice of claim of Florence Smith in the sum of $400.91 which has been filed in the office of the Secretary of State by Mr. F. V. Correll, Attorney, Portland, Oregon, it being her claim against the J. W. Sweeney Construction Company for services performed in connection with their contract for the grading of Unit 8, Mount Hill-Chetco River Section.

This copy is mailed to you as you appear as surety on the bond furnished by the J. W. Sweeney Construction Company in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

July 19, 1926.

J. W. Sweeney Construction Co.,
155 Kingston Avenue,
Portland, Oregon.

Gentlemen:

At the request of the Secretary of State we are mailing you herewith certified copy of the claim of Florence Smith, which claim has been filed in his office by F. F. Correll, Attorney, Gasco Building, Portland, Oregon.

Very truly yours

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

M36-80A-3
09-119

July 19, 1926.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. N. J. Hess, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 16th inst. enclosing three certified copies of claim of Florence Smith against J. W. Sweeney Construction Company in connection with their contract for the grading of Unit 3, Burnt Hill-Chatoe River Section.

Please be advised that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. B. Glaisyer,
Chief Clerk.

EBG:LM

SECRETARY OF STATE

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

RECEIVED
JUL 17 1926
STATE H

July 16, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from F. F. Korell, Atty., Gasco Building, Portland, Oregon, and filed as of this date, a notice of claim by Florence Smith for labor, materials and provisions furnished in the sum of $400.91 against the bond taken from the J. W. Sweeney Construction Company as principal and the American Surety Company of New York as surety, for work on Unit 3 of the Burnt Hill Chetco Section of the Roosevelt Coast Highway in Curry County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

#835
W J Sweeney
Jew Mdg

L

RECEIVED
JUL 19 1926
H. B. G.

TO MESSRS. WILLIAM DUBY, Chairman,
H. B. VAN DUZEN,
W. H. MALONE,
ROY A. KLEIN, State
Highway Engineer and Secretary, and
OREGON STATE HIGHWAY COMMISSION,
Salem, Oregon.

SAM KOZER, Secretary of State,
Salem, Oregon.

Gentlemen:—

Notice is hereby given that the undersigned, Florence Smith, has a claim for labor, materials and provisions performed and furnished to J. W. Sweeney and Fred Sparth, copartners, doing business as J. W. Sweeney Construction Company, in the sum of $400.91 against the bond taken from J. W. Sweeney Construction Company as principal and American Surety Company, of New York, as surety, dated August 11, 1925, and approved on the same date, for the work to be performed by said J. W. Sweeney Construction Company on Unit 3 of the Burnt Hill Chetco Section of the Roosevelt Coast Highway in Curry County, State of Oregon. (See plans and specifications on file in the office of the State Highway Engineer, State House, Salem, Oregon, and particularly the specifications and contract agreement for the State Highway construction described as Project #918, contract #835, awarded July 28, 1925, pursuant to the terms and conditions of the agreement between the Oregon State Highway Commission and J. W. Sweeney and Fred Sparth, copartners doing business as J. W. Sweeney Construction Company, dated July 28, 1925.)

That the labor, materials and provisions performed and furnished by claimant at the instance and request of Sweeney Construction Company were furnished and supplied between the 24 day of August, 1925, and the 26 day of November, 1925, amounting to the sum of $1226.87, of which only the sum of $825.96 has been paid, leaving the sum of $400.91 unpaid, due and owing.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal this 10th day of July, 1926.

FLORENCE SMITH (SEAL)

STATE OF OREGON,)
) ss:
County of Multnomah.)

I, Florence Smith, being first duly sworn, depose and say:

That I am the claimant named in the foregoing claim of lien and that the statements ther ontained are true, as I verily believe.

Subscribed and sworn to before me this 10th day of July, 1926.

Notary Public for Oregon,

My comm. expires Dec. 27, 1927.

ENDORSED:

File No. 530.
CLAIM OF LIEN OF FLORENCE SMITH AGAINST J. W. SWEENEY CONSTRUCTION COMPANY.

Filed July 16, 1926, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Florence Smith for labor, materials and provisions furnished in the sum of $400.91 against the bond taken from the J. W. Sweeney Construction Company as principal and the American Surety Company of New York as surety, for work on Unit 3 of the Burnt Hill Chetco Section of the Roosevelt Coast Highway in Curry County, Oregon, with the original notice of claim filed in the office of the Secretary of State on July 16, 1926, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 16th day of July, A. D. 1926.

Secretary of State

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Florence Smith for labor, materials and provisions furnished in the sum of $400.91 against the bond taken from the J. W. Sweeney Construction Company as principal and the American Surety Company of New York as surety, for work on Unit 3 of the Burnt Hill Chetco Section of the Roosevelt Coast Highway in Curry County, Oregon, with the original notice of claim filed in the office of the Secretary of State on July 16, 1926, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 16th day of July, A. D. 1926.

Sam A. Kozer
Secretary of State

By C. Langtry
Deputy

119

July 14, 1926.

J. W. Sweeney Construction Company,
155 Kingston Avenue,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received from Franklin F. Korell, Attorney at law in the Gasco Building, Portland, Oregon, an affidavit of the claim of Florence Smith against yourselves, it being for labor, materials and supplies, performed and furnished you in the sum of $400.21, in connection with your contract for the construction of Unit 3 of the Burnt Hill-Chetco River Section, State Highway Contract No. [illegible].

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glasgow,
Chief Clerk.

hbg/er

#635:6Pa-3
09-11

July 14, 1926.

Mr. Franklin F. Korell,
Attorney at law,
Gasco Building,
Portland, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 13th instant, enclosing an affidavit of the claim of Florence Smith against the Sweeney Construction Company, in the sum of $409.92, it being for labor, materials and supplies performed and furnished in connection with the Sweeney Construction Company's contract for the grading of Unit 3 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway, State Highway Contract No. 635.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

LAW OFFICE of
FRANKLIN F. KORELL
Gasco Building
PORTLAND, OREGON

July 13, 1926.

Oregon State Highway Commission,
State House,
Salem, Oregon.

Gentlemen:--

..... Attention Roy A. Klein, State Highway Engineer and Secretary .....

Enclosed herewith you will find notice of lien of Florence Smith against the bond of the American Surety Company, of New York, dated August 11, 1925, filed in your office to secure payment by J. W. Sweeney and Fred Sparth, copartners, doing business as J. W. Sweeney Construction Company, of claims for labor, materials and provisions performed and furnished in connection with the work contracted to be performed by said last named parties on Unit 3 of the Burnt Hill Chetco Section of the Roosevelt Coast Highway, Curry County, State of Oregon. (See contract awarded July 28, 1925, filed in your office as project 918, contract #835.)

Please acknowledge the receipt of this enclosure at your earliest convenience and oblige

Yours very truly,

FFK:EB

H. B. G.

TO MESSRS. WILLIAM DUBY, Chairman,
H. B. VAN DUZEN,
W. H. MALONE,
ROY A. KLEIN, State
Highway Engineer and Secretary, and
OREGON STATE HIGHWAY COMMISSION,
Salem, Oregon.

Gentlemen:--

Notice is hereby given that the undersigned, Florence Smith, has a claim for labor, materials and provisions performed and furnished to J. W. Sweeney and Fred Sparth, copartners, doing business as J. W. Sweeney Construction Company, in the sum of $ 400.91 against the bond taken from J. W. Sweeney Construction Company as principal and American Surety Company, of New York, as surety, dated August 11, 1925, and approved on the same date, for the work to be performed by said J. W. Sweeney Construction Company on Unit 3 of the Burnt Hill Chetco Section of the Roosevelt Coast Highway in Curry County, State of Oregon. (See plans and specifications on file in the office of the State Highway Engineer, State House, Salem, Oregon, and particularly the specifications and contract agreement for the State Highway construction described as Project #918, contract #835, awarded July 28, 1925, pursuant to the terms and conditions of the agreement between the Oregon State Highway Commission and J. W. Sweeney and Fred Sparth, copartners doing business as J. W. Sweeney Construction Company, dated July 28, 1925.)

That the labor, materials and provisions performed and furnished by claimant at the instance and request of Sweeney Construction Company were furnished and supplied between the 24 day of August, 1925, and the 26 day of November, 1925, amounting to the sum of $1226.87, of which only the sum of $ 825.96 has been paid, leaving the sum of $ 400.91 unpaid, due and owing.

IN WITNESS THEREOF, the undersigned has hereunto set her hand and seal this 10th day of July, 1926.

Florence Smith (SEAL)

STATE OF OREGON,)
(ss:
County of Multnomah.)

I, Florence Smith, being first duly sworn, depose and say:

That I am the claimant named in the foregoing claim of lien and that the statements therein contained are true, as I verily believe.

Florence Smith.

Subscribed and sworn to before me this 10th day of July, 1926.

Notary Public for Oregon,

My comm. expires Dec.27,1927.

#835-8 E3

J. W. SWEENEY, Mgr.

DAN SHEARER, Supt.

J. W. SWEENEY CONSTRUCTION CO.

CONTRACTORS

BROOKINGS, OREGON

June 21, 1926

Oregon State Highway Commission

Salem, Oregon

Gentlemen:

RECEIVED
JUN 22 1926

Your letter of June 18th about Glenn Smith's claim. His claim was presented before by Mr. A. Carter, Attorney, Grants Pass, Oregon. We met him at the office of the Commission and he presented the claim, and we made the statement that if he could figure out that we honestly owed Glenn Smith anything we would pay it, and if he owed us anything we would collect the debt. He then went away and we have not heard anything from him.

Yours truly

J. W. SWEENEY CONSTRUCTION CO.

By J. W. Sweeney

NOTED
B OLAISYEN

June 14, 1926.

J. W. Sweeney,
158 Kingston Ave.,
Portland, Oregon.

Dear Sir:

This letter is to advise you that we have today received from Mr. Franklin F. Korell, Attorney at Law, Portland, Oregon, notice of the claim of Mrs. Florence Smith against yourself, it being for services performed for you from the 20th day of August to the 30th day of November, 1925, in the capacity of cook.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

#835-6PA-3
Pg 119

June 14, 1926.

Mr. Franklin F. Korell,
Attorney at Law,
Gasco Bldg.,
Portland, Oregon.

Dear Sir:

Complying with your request of the 11th instant, we are mailing to you herewith a certified copy of the contract which was awarded to J. W. Sweeney for the construction of Unit 5, of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

#835-
Curry

LAW OFFICE of
FRANKLIN F. KORELL
Gasco Building
PORTLAND, OREGON

June 11, 1926

Secretary of State Highway Commission,
State House,
Salem, Oregon.

Dear Sir:--

I enclose you herewith affidavit of Mrs. Florence Smith for the purpose of securing certified copy of contract and bond of J. W. Sweeney, contractor, for a portion of the Rossevelt Highway between Brookings and Marshfield , in accordance with Section 2991, Oregon Laws.

Thanking you in advance for your early attention to this matter, I am

Yours very truly,

FFK:EB

[redacted]

RECEIVED
JUN 12 1926

STATE OF OREGON,)
(ss:
County of Multnomah.)

I, Florence Smith, being first duly sworn, depose and say:

That I reside at No. 381 East 46th Street, Portland, Oregon;

That, on or about the 20th day of August, 1925, I was employed by J. W. Sweeney to perform certain work and furnish certain materials for the construction and completion of that certain portion of the Roosevelt Highway passing through the towns of Brookings and Marshfield, Oregon, as described and designated upon the maps and plats thereof on file in the office of the State Highway Engineer, State Highway Commission, at the State House, Salem, Oregon;

That, pursuant to said employment by said J. W. Sweeney, the general contractor for said work, I performed the services and furnished materials as a cook in Camp No. 2 of said General Contractor on said work; that said work and materials were rendered and furnished by me between the 20th day of August, 1925, and the 30th day of November, 1925; that said work was andis of the reasonable value of the sum of nine hundred fifty-four ($954.00) dollars, of which said sum only $_____ has been paid, leaving a balance of $ 4?4 due , owing and unpaid from J. W. Sweeney to the undersigned on account of said services and material.

That I make this affidavit for the purpose of securing a copy of the contractor's contract and bond in accordances with Sec. 2991, Oregon Laws.

Florence Smith

Subscribed and sworn to before me this 9th day of June, 1926.

Notary Public for Oregon,

My comm. expires Dec.27,1927.

CR 119

June 14, 1926.

The American Surety Co. of New York,
W. J. Lyons, Agent,
Yeon Building,
Portland, Oregon.

Dear Sir:

This letter is to advise you as surety on the bond furnished by the J. W. Sweeney Construction Company, for the construction of Unit 3 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway, that we have today received from Mr. Franklin F. Korell, Attorney at Law, Portland, Oregon, notice of the claim of Mrs. Florence Smith, in the sum of $424.00, it being the balance due her for services rendered as a cook, from August 20th to November 30th, 1925.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

RQ 119

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date 6/12, 1926

Job Name Burnt Hill - Chetco

Week from 6/5 to 6/12

Mail Address

Highway Roosevelt Coast

Telegraph or Telephone Address

County Curry Job Prefix BF 2-3

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Mok has proceeded wil the mak. Team outfit has cut about 80%. complete 145-150. Team outfit working N.L. sta 285-295 Station crew and team outfit 328-380 making good progress.

A sub contract with 17 head stock came in Friday and will start Monday sta 222-227. Others are expected next week.

RECEIVED
JUN 17 1926
STATE HIGHWAY ENGINEER

(See back of this sheet for instructions and detailed information.)

Signed H H Finley

Title Res. Engr.

RECEIVED

GRADING CONSTRUCTION

Total miles of grading on project 5.7

Miles completed 0.92

Miles completed except finishing 0.5

Miles covered by contractor's forces 2.5

Miles cross-sectioned 5.7

Miles cross-sections completed and checked 5.0

Miles to be remeasured .....

Number men in Engineering Party 5

Contractor's average force for week 60 men,

40 teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Surday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job RE-3 Percentage 50

Other jobs RPE-2 Percentage 50

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

#835-80a-3

Portland, Oregon, Jan. 16, 1924.

Roy A. Klein,

State Highway Engineer,

Salem, Oregon.

Dear Sir:-

Replying to your letter of the 14th inst. relative to claim of Florence Smith. We have cancelled checks and paid receipts from Harry Smith and Florence Smith, and we can also supply details of this case to your Engineers in the Field, or direct to you, if wanted.

Yours truly,

J. W. Sweeney Const. Co.
By [illegible]

NOTED
H. S. KLEIN

January 14, 1926.

Reames & Reames,
Attorneys at Law,
Liberty Building,
Medford, Oregon.

Attention Mr. A. B. Reame.

Dear Sir:

We acknowledge receipt of your letter of the 12th inst. relative to claim of Florence Smith of Medford against A. W. Sweeney it being for wages due in connection with her employment as cook at the construction camp of Mr. Sweeney in Unit 3, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway.

In reply will say that we are not in a position to pass upon this claim and we are, therefore, unable to give much satisfaction in making settlement with her from funds due to Mr. Sweeney. In connection with all state contracts the successful contractor is required to furnish a surety bond for the purpose of protecting all labor and material claims and all just debts, dues and demands incurred against the project.

In the present instance Mr. Sweeney or the J. W. Sweeney Construction Company furnished a bond in the sum of $182,155 the surety on which is the American Surety Company of New York, for whom W. J. Lyons is local agents. His office is in the Yeon Building, Portland, Oregon. We would suggest that you take the matter of settlement of this claim up with Mr. Lyons as the surety company is equally responsible for the claim as the contractor himself. We will not doubt but that you will secure satisfaction by doing this.

Should you secure no satisfaction in this matter then your only recourse would be action in the courts.

We are today notifying the surety company of the existence of the claim as is our usual practice in matters of this kind.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

LIBERTY BUILDING
MEDFORD, OREGON

January 12, 1926.

State Highway Commission,
Salem,
Oregon.

Dear Sirs:

In re highway contract, J. W. Sweeney,
Roosevelt Highway, Unit 3, Coos County.

Some few days ago Florence Smith, 825 East 9th Street, Medford, stated to us her case against Sweeney for labor as a cook on Unit #3 above mentioned. As I remember it, Sweeney was to furnish everything and she was to have wages for labor of not less than the amount collected by Sweeney for the men's board less food purchased. I would not want to be bound accurately as to terms of the contract as I did not get to writing this letter promptly after getting the information, but the amount collected by Sweeney was, I believe, $1197.37, and the total expense claimed was $746.34, which left a balance to her of $451.03, for dates between September 1, and November 23, 1925. Prior to the contract, she had put in in August, eight days at the rate of $125.00 per month. No settlement was ever made. Sweeney gave her husband, who also had considerable money coming to him, a check for $200, which they did not accept and which they hold as evidence, but which has not been cashed. There was no occasion, they contend, for attempting to comingle the money due the husband with the money due Mrs. Smith for the cooking.

#831

Sections 2991 and 6718 of Oregon Laws, as the latter is amended by Chapter 24 of Laws of 1923, and the statutes as are construed in Fitzgerald vs. Neil, 113,Ore. 103. decided December 23, 1924, holding that the contract and bond of the contractor must be executed with the foregoing provisions, seem to us to justify you in helping these people to recover what is justly due them. They are without funds, and they would have to sue in Curry county, or some place where they could find Sweeney, and to do this

H R C

MEDFORD OREGON

amounts to confiscation of what is coming to them.

Would you kindly give the matter your prompt attention and let us have an early reply, with your suggestions.

Yours very truly,

REAMES & REAMES,

By A. E. Reames.

AER:F

L R.C

January 14, 1926.

American Surety Company of New York,
c/o Mr. W. J. Lyons, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received from Reames & Reames, lawyers, of Medford, Oregon, notice of the claim of Florence Smith against J. W. Sweeney Construction Company it being in amount $351.03 for use of her services as cook in connection with the construction of the contract awarded to J. W. Sweeney Construction Company for Unit 3, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Coos County.

This notice is given you as you appear as surety on the bond furnished by the J. W. Sweeney Construction Company in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

January 14, 192[illegible].

J. B. Sweeney Construction Company,
155 Kingston Avenue,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received from Reames & Reames, lawyers, Medford, Oregon, notice of the claim of Florence Smith against yourselves in the sum of $451.05 being for use of her services as cook in connection with your contract for Unit 3, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Form 30—8705—42M—8-36.

OREGON STATE HIGHWAY DEPARTMENT

RECEIVED AUG 27 1925

FIELD ENGINEER'S WEEKLY REPORT

Date Aug 22, 1925.

Job Name Bend-Hill-Crater Co. #3

Week from Aug 15 to Aug 22

Highway Pioneer Central

Mail Address Brookings

County Curry

Job Prefix SFE-3

Telegraph or Telephone Address

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Leo Welch reported to Unit #2 for engineering & moved Camp & Car to Camp Sherman and was with party one day. Starting & tied camp with three guys and had two Fords back & camp equipment in. Mr. Welch & outfit were obliging each time we moved three times.

Assistant Engineer will be made by Collins at Prineville.

Instructed to secure cuts for asphalt & concrete bids and estimate of steel and concrete

Started clearing & will examine for monthly progress & submit line changes.

(See back of this sheet for instructions and detailed information.)

Signed H. D. Tibbitts

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

119

August 1, 1925.

Mason, Ehrman & Company,
Portland, Oregon.

Gentlemen:

In reply to your letter of the 31st ult. concerning the date of the J. W. Sweeney Construction Company's contract will say that this company was awarded a contract by the Highway Commission on the 29th of July for the grading of 5.7 miles of the Roosevelt Coast Highway in Curry County known as Unit No. 3, Burnt Hill-Chetco River Section, involving construction work to the amount of $244,310.

We are unable to definitely inform you as to who the surety on their bond will be in this instance for the reason that the same has not been furnished to this office as yet. We have had informal notice from outside sources that the bond will be underwritten by the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson are local agents. We cannot vouch for this, however, but would suggest that you verify it by calling up the local agents.

It is likely tha the contract will be executed within the next three weeks and we will be glad to give you further information concerning the same if you will write us again.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

...REGON
...ON, OREGON
...GENE, OREGON
MEDFORD, OREGON
KLAMATH FALLS, OREGON
LEWISTON, IDAHO
MOSCOW, IDAHO

CIGAR BRANCHES:
SPOKANE, WASHINGTON
SEATTLE, WASHINGTON

MASON, EHRMAN & CO.

WHOLESALE GROCERS
CIGAR IMPORTERS

PACKERS OF
[redacted] BRAND
ITALIAN PRUNES

PACKING PLANTS AT
PORTLAND, OREGON
DALLAS, OREGON

WAREHOUSES AT
YAMHILL, OREGON
SALEM, OREGON
FOREST GROVE, OREGON

PORTLAND, OREGON,

July 31, 1925

Oregon State Highway Commission,
Salem, Ore.

Gentlemen:

Attention: Mr. H. B. Glaisyer.

Observing only a few days ago that J. W. Sweeney Construction Company secured quite a nice job on the Roosevelt Highway in Curry County, we are taking the liberty of addressing you, asking if possible that you inform us as to the exact amount of his contract, and if it is possible for you to tell us by whom he is bonded, and in what amount.

Assuring you in advance of our appreciation of an early response, with kind regards, we remain

Unit 3. Burnt Hill-Chetco Rm
244, 3, 0.00
5.7 miles grading

Yours truly,

MASON, EHRMAN & CO.

JHF:IG

ANSWERED
H. B. G.

99-11

Lang & Co.

WHOLESALE GROCERS

COFFEE ROASTERS MANUF. August 4, 1925.

Portland, Oregon.

Lang & Company,
Portland, Oregon.

Attention Mr. Hastings.
Credit Department.

Gentlemen:

In reply to your letter of the 31st ult. concerning J. W. Beesley Construction Company, will say that the contract recently awarded to this company was for the grading of Unit 3, Summit Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, consisting of 8.7 miles of grading. The contract amount for which involves the sum of $344,310.00. [illegible] contract for the grading of the section [illegible] Brookings. This Company has not yet furnished a bond for the satisfactory completion of this project but this will be required of them as on all state highway contracts and we have no reason to believe that they can not make satisfactory arrangements to secure surety on this bond. If you will write us again in about three weeks it is likely that the contracts will be executed and returned and it is likely we can then give you the name of the surety. We have been informally advised that this surety will be the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson are agents. You can verify this.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:ZH

CREDIT DEPARTMENT

Lang & Co.

WHOLESALE GROCERS

COFFEE ROASTERS MANUFACTURERS
TOBACCONISTS

Portland, Oregon

July 31,1925.

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:-

244,310.00

Re-J.W.Sweeney Const.Co.

We have been informed that this firm received a highway contract for the grading of the second sector of the Pistol River Brookings road that will aggregate $234,000.00. Our dealings with this firm in 1923 were very satisfactory, and for the purpose of revising our files, would appreciate any information you could give us in connection with this contract. Also will you kindly advise the name of the concern who underwrote the bond?

Thanking you for your kindness in the matter, we are

Yours truly,

Credit Dept.

CWH.

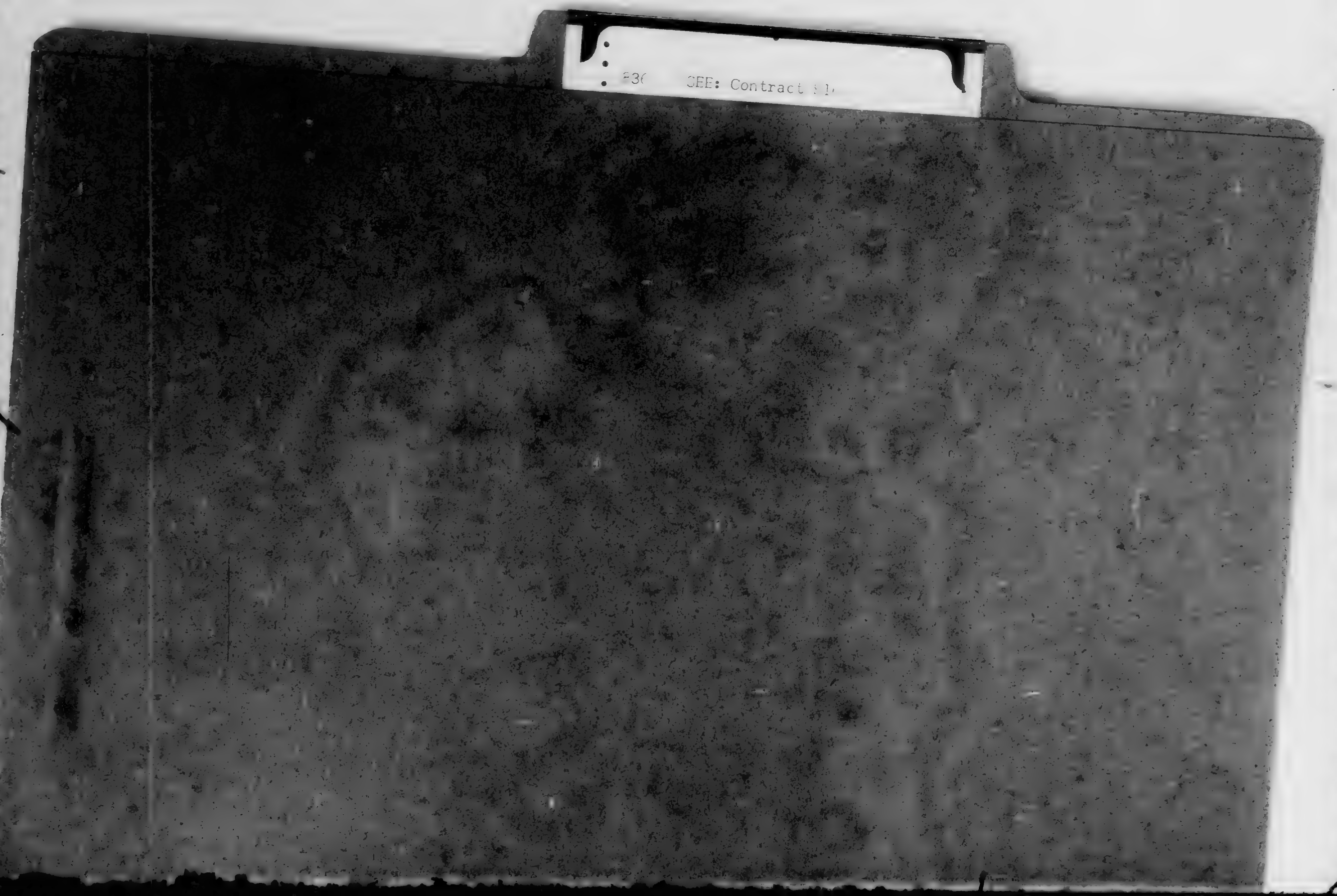
5.7 miles grading

H R G

CONTRACT #836,

SEE:

CONTRACT #816,


SEE: Contract

CONTRACT #836,

SEE:

CONTRACT # 833,

836 SEE: Contract 833

CONTRACT #836,

PR 119 Burnt Hill-Chetco River 1925-1928
Unit No. 4

836

FULL RATE
DEFERRED
NIGHT LETTER
SHIP RADIOGRAM

WESTERN UNION

1217-A
CHECK
ACCT'G INFMN.
TIME FILED

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM ORG DEC 26 1935

119

K B LYTLE
DIVISION ENGINEER STATE HIGHWAY DEPARTMENT
BEND ORG

PLEASE PERMIT KELLEY ATTEND HEARING ARBITRATION BOARD SWEENEY CASE SALEM
DECEMBER TWENTY EIGHTH

R H BALDOCK

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

O Kelley
Resident Engineer.

c/o Mr. R.H.Baldock,
Salem, Ore.

NOTED
State Highway Engineer

THE FOLLOWING

...SCOTT, CHAIRMAN, PORTLAND
...WASHBURNE, EUGENE
...ALDRICH, PENDLETON

N. B. CLAISYER, SECRETARY

Copy.

R. N. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Klamath Falls, Oregon
December 24, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. K.[illegible] Lytle,
Division Engineer,
Bend, Oregon

NOTED

Dear Sir :

I have been requested by Mr. J.W.Sweeney, contractor, to be present at Salem on December 28 at a hearing of the arbitration board which was authorized to settle certain claims arising out of a highway contract in Curry County which Mr. Sweeney had several years ago.

While in private engineering practice and previous to the time that I accepted employment with the Department, I made investigation for Mr. Sweeney, of some of these claims, and being now an employee of the Department, find myself in rather an embarrassing position when asked to appear in his behalf.

I believe however, that it is entirely in line with proffessional ethics and a duty I owe to a former employer, that I appear at the hearing and give the board such information as I have, exactly in the manner that I would expect to do in case I was to be called by the Department at some future time, in connection with any matter originating while in it's service.

If you concur in this view kindly give your consent for me to attend.

Yours truly,

O.K. Kelley
Resident Engineer.

c/c Mr. R.N.Baldock,
Salem, Ore.

NKF:fl
Asst. Highway Engineer

PR 119 #41

February 7, 1928

Bennett & Swanton,
Attorneys at Law,
Southwestern Bank Bldg.,
Marshfield, Oregon

Attention: Mr. W. T. Bennett

Gentlemen:

Will you [illegible] the date of [illegible] the contract of Bemore & Bemore for the grading of Unit No. 4, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway, kindly let me know at your earliest convenience so that I can [illegible] or not [illegible] of time has expired.

Respectfully yours,

Replying to your inquiry of the 6th instant concerning the date of completion of the Bemore & Bemore contract for the grading of Unit #4, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway, wish to say that our records show that this project was completed and accepted by the Highway Commission on December 31, 1926.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

RAK:S

H. B. Cloisper
Chief Clerk

#836- Curry Co

T. T. BENNETT B. SWANTON

BENNETT AND SWANTON
ATTORNEYS AT LAW
SOUTHWESTERN BANK BUILDING
MARSHFIELD, OREGON

SUCCESSORS TO
BENNETT, SWANTON & BENNETT
J. W. BENNETT
B. SWANTON
T. T. BENNETT

February 6, 1928

Oregon State Highway Commission
Salem, Oregon

Dear Sirs:

Will you kindly let me know the date on which the contract of Bower and Bauer, for the construction of Unit No. 4, Burnt Hill-Chetco River section of the Roosevelt Highway in Curry County, was accepted by the State. In other words, the time for filing of liens I believe runs one year from the date the contract is accepted by the State, and I would like to know this date so that I can ascertain whether or not the time for the filing of liens has expired.

Unit # 4 - Burnt Hill - Chetco River Sect

Completed Dec-31-1926 - on Final Est.

Respectfully yours,

T. T. Bennett

TTB:DF

Our party only ate meals at their camp intermittently and as it was hard to keep track of meals we asked them at frequent intervals for a statement so that we might settle up, however it seemed that they could not give us any information until four months after their contract was finished.

Last February Bauers wrote and requested immediate payment thru Res. Eng. B.O.Johnson. I sent him two checks to cover and for reasons known only to himself he held them for nearly six months before he turned them in for collection. I stopped payment on the checks in July.

I am now sending him a check to cover the amount due. A copy of my answer is enclosed.

Yours truly,

L. C. Smitton

FORM S-A S-2000 6M 4-27

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

#83E
80E-4

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

PR# 119-4

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.....

ATTENTION:.....

Gold Beach, Ore.,

Sept. 15,1927.

Mr. Roy A.Klein,
State Highway Engineer,
Capitol Building,
Salem, Ore.

Dear Sir:-

The attathhed letter from Mr. Carl Bauers, contractor of Dayton Wash.shows that a copy was sent to the Salem office. For your information I will explain the circumstances more fully,lest you get a wrong impression of this matter,if it came to your attention.

Our party only ate meals at their camp intermittently and as it was hard to keep track of meals we asked them at frequent intervals for a statement so that we might settle up,however it seemed that they could not give us any information until four months after their contract was finished.

Last February Bauers wrote and requested immediate payment thru Res. Eng. B.O.Johnson. Isent him two checks to cover and for reasons known only to himself he held them for nearly six months before he turned them in for collection.I stopped payment on the checks in July.

I am now sending him a check to cover the amount due. A copy of my answer is enclosed.

Yours truly,

L.C. Smitton

...ER, CHAIRMAN
...ER, PORTLAND
...LONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE No. .....

ATTENTION: .....

Gold Beach Ore.,
Sept.15, 1927.

Mr. Carl Bauers,
Dayton, Wash.

Dear Sir:-

Enclosed you will find my personal check for $71.60 the amount I owe you for board. Please do not hold this check for six months as you did the others. It is not very businesslike and hasmade it unpleasant for both of us,needlessly.

I stopped payment on the two checks in question last July. However I would like to have you return them at once.

Yours truly,

cc Salem

GEO. F. PRICE

BAUERS & BAUERS
GENERAL CONTRACTORS
DAYTON, WASHINGTON

Mr L C Smitten, September 8,1927

Brookings,Oregon

Dear Sir;-

We have your check dated February 16,1927 in the sum of $25.00,and your check dated March 17,1927,in the sum of $46.60, both of which were issued in payment of board bills,and both of which have been returned from the bank,marked "Insufficient Funds"

Will you kindly let us have a money order or draft for the amount,$71.60, by return mail.

Sincerely yours,

C C Salem Bauers & Bauers

66 66 PR # 119-4

PR # 19
Unit No. 4

OREGON STATE HIGHWAY COMMISSION

September 6, 1927.

Bauers & Bauers,
Dayton, Washington.

Attention Mr. Carl Bauers

Gentlemen:

Reference is made to your letter of August 28, making inquiry in regard to payment for reinforcing steel left on hand at the completion of your contract for the grading of Unit 4 of the Burnt Hill-Chetco River Section.

This matter has been referred to Division Engineer W. E. Chandler, and he informs us that the Sweeney Construction Company claims ownership of a part of the steel for which you have billed us; and that as soon as the correct ownership of the steel can be ascertained, payment for the same will be made.

In case you desire more information in regard to this matter, we suggest that you write directly to Mr. Chandler.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

SHP:AP

CC Mr. W. E. Chandler

...AKER, CHAIRMAN
...LER, PORTLAND
...MEDFORD

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER

GRANTS PASS, OREGON September 2, 1927

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
SEP 3 1927
OREGON
STATE ... COMMISSION

Attention Mr. Probert.

Dear Sir:

Regarding claim of Carl Bowers on reinforcing steel and culvert pipe, can advise that regarding the reinforcing that what was not used on this project was taken to the Redwood Highway.

There was a discrepancy between his check of the amount of steel left on the job of $100.00. When our resident engineer left he checked in steel and receipted a bill for the full amount of steel. But we later found that possible some of this steel belonged to Mr. Sweeney. The two contractors having shipped their steel together on the boat. There was a shortage of steel on the two contracts; we thought, therefore, that it would be only fair to divide the shortage between the two contractors. The matter will be finally settled when Mr. Sweeney's final estimate is made so that we have final check on the steel left on the ground.

Regarding the culvert pipe, it was my impression that this had all been taken care of. However, will look into this in the near future when I see Mr. B. O. Johnson.

These are the only two claims that I know of in this work. You speak of other claims in your last paragraph. Do not know to what other claims you refer.

WEC:VB

Yours very truly,

Wm. E. Chandler,
Division Engineer.

August 30, 1927

Mr. W. E. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

We are today in receipt of a letter from Carl Bauer, making inquiry in regard to payment for a quantity of reinforcing steel which he claims was turned over to you at the time of completion of the [illegible] grading of Unit 4, Burnt Hill-Chetco River Section. We understand from other sources also, that payment has not yet been made to Mr. Bauer for concrete culvert pipe which was left over in connection with this same project.

Please advise fully as to these claims, and to other claims that are still outstanding in connection with this work, advising us also of the conditions which are delaying final settlement with the contractor.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

GEO. F. PRICE

BAUERS & BAUERS
GENERAL CONTRACTORS
DAYTON, WASHINGTON

Hon.Roy A Klein. August 28,1927

State Highway Engineer.

Salem,Oregon,

Dear Sir;-

On November 17,1925,we turned over to the State Highway Department,at Brookings,Oregon,14204.5 # of re-enforcing steel,this being material ordered for Unit Four of the Burnt Hill to Chetco River section,and not used thereof.

This material was billed to the department at our cost in the amount of $454.54,and the steel was counted and receipted for on our copy of the bill by the resident engineer in charge.

We are informed that this material has since been incorporated in culverts between Grants Pass and the State line,and we respectfully request that our claim be paid.

Sincerely yours,

C C W E Chandler.

Bauers & Bauers

By Carl Bauers

FORM 28 84035 500 4-27

PR 119 #4

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
C. E. GATES, MEDFORD

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

PR #119
Unit No. 4

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

June 20, 1927.

Mr. S. H. Probert,
Office Engineer,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to your letter of June 16th, in connection with Mr. Bauer's contract on the Roosevelt Highway, can advise that the only unpaid bills on this section os one for steel. This amounts to Two or Three Hundred dollars and we have a little dissagreement with Mr. Bauers, arrising from the fact that some of his steel was mixed up with Mr. Sweeney's on unit 3.

As soon as this can be straightened out, this bill will be taken care of. This bill is being handled by a Commission Voucher which is probably the reason, and nothing was said when Mr. Bauer took his final payment.

Yours truly,

WM. E. CHANDLER,
Division Engineer.

WEC:GE

Dubs

WILLIAM DUBY, Salem
H. B. VAN DUZER, Portland
E. GATES, Astoria

PR #19
Unit No. 4

OREGON STATE HIGHWAY COMMISSION

GRANTS PASS, OREGON

June 16, 1927.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

We are returning to you herewith Mr. Bowers' letter of June 2, making inquiry in regard to certain unpaid bills in connection with his contract for the grading of Unit 4 of the Burnt Hill-Chetco River Section.

The only knowledge that we have of any unpaid bills in connection with this project is your letter of March 15, in which you advise that you are negotiating with Mr. Bowers in regard to payment for some reinforcing steel and concrete pipe left on hand upon completion of the work. We have not yet received any bill covering payment for these materials.

In this connection we might state that on about March 24, we submitted to Mr. Bowers the final pay voucher in connection with the Unit 4 contract, and that this final voucher was accepted by Mr. Bowers without any comment in regard to unpaid bills. It seems strange that he would sign an acceptance of final payment without some understanding in regard to what disposition was to be made of the bills to which he now refers.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

SHP:AP
Encl.

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

June 8, 1927.

RECEIVED
JUN 10 1927
OREGON
STATE ... COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Att. Mr. S. H. Probert,

Dear Sir:-

Herewith letter from Carl Bauers asking about unpaid items on Unit #4. Will you please advise him direct or advise this office of unpaid items.

Yours truly,

W. E. Chandler,
Division Engineer.

WEC/L

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER

GRANTS PASS, OREGON

March 15th, 1927.

RECEIVED
MAR 16 1927
STATE ... COMMISSION

Mr. Carl F. Smith, Auditor,
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

We have a bill outstanding with Carl Bauers on Unit #4 Chetco River-Burnt Hill Section for some steel and pipe. This commercial voucher can be paid by itself and need not be paid along with the final. There is some dispute on this bill and I am sending it to Mr. Bauers today for his approval. He may however, not approve the bill which will require further negotiation. I am letting you know this so that you will not be surprised when this bill comes through.a little later after the final has been paid.

Yours truly,

WM. E. CHANDLER
Division Engineer.

WEC/F
cc--C. H. Armstrong

MAR 16 27

"PERMANENT AS THE LANDSCAPE"

C.C. #119
PR #119
Unit No. 4

May 18, 1927.

Concrete Pipe Company.
169 Thompson Street,
Portland, Oregon.

Attention Mr. C. L. Grutze

Gentlemen:

We have your letter of May 17, in regard to culvert pipe left on hand in connection with Unit No. 4 of the Burnt Mill-Chetco River Section.

We are informed that a small quantity of culvert pipe was left on hand after the completion of the grading of this section, and that our division engineer, Mr. Chandler, is negotiating with Bourne and Shoure with a view to making payment for same. No payment for pipe left on hand on this unit has yet been made, and we are not advised as to the quantity of pipe involved.

Very truly yours.

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

PHONE TRINITY 2413

CONCRETE PIPE COMPANY

DRAINAGE, SEWER PIPE, IRRIGATION PIPE,
CULVERT PIPE AND GRAVITY WATER SYSTEMS
169 THOMPSON STREET

PORTLAND, OREGON

May 17,1927

Oregon State Hwy Dept,
Salem,Oregon.

Attention Mr J.W.Nash.

Gentlemen:-

In referance to our conversation of yesterday the following is part of a letter received from Armstrong under date of March 3,1927.

"I have received your letter of Feb.26th.requesting information about the extra pipe which was left over on Unit #4,Burnt Hill-Chetco River Section,Coast Highway.
There was a bill allowed Bauers for 84 lin Ft. of 12 inch pipe and 27 lin.ft. of 24 inch pipe.This does not show on the estimate."

I hope this information will enable you to check these items.

Yours truly

Concrete Pipe Co,

C.L.Grutze.

#836-88E-4

force account.

PP119 #4

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

April 11, 1927.

H. B. Claiayer,
Chief Clerk.

The Aetna Casualty & Surety Company,
Bibb, Whitehead Stanton, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 836 for the construction of Unit 4 - Burnt Hill-Chetco River Section of the Roosevelt-Coast Highway in Curry County consisting of 8.3 miles of grading has been completed by the contractors Bowers & Bowers and that final settlement will be made by the state with said contractors for work done under said contract on or after April 21, 1927.

The State has been advised of several claims against this contract but assumes no responsibility for these claims or any others which may be filed.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid on this contract is $283,754.96 of which amount $2,256.56 was for force account.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Claiayer,
Chief Clerk.

Dict. by J. McFarland.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

PR 110 #4

Job Name Burnt Hill - Water Cr.

Highway Coast

County Curry Job Prefix 2E4

Date Dec 21 1926

Week from Dec 12 to Dec 18 1926

Mail Address Brookings Ore.

Telegraph or Telephone Address " "

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor has commenced the work grading work at
Sta 615+ 1/2 x 50 ft. to Sta 620 + 50 ft. Excavating Sta 615 to 630
Fill Sta 620 + 50 to Sta 623 has not settled about ft.
Caused by Drainage undermined
Two Crew have been working on the drainage Sta
500 to 600.

RECEIVED
DEC 23 1926
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed C H Thurston

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

PR#119
Unit No. 4

PR 119-#4

November 27, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

Mr. Klein has approved the enclosed price agreement, but in doing so he has asked me to advise you that he considers the price of $1.00 per lineal foot to be quite unreasonable, and that the fact that an exorbitant and unbalanced price has been bid for the same item on an adjacent section does not make it necessary for us to accept the same price elsewhere.

He also suggests that in agreements involving unusual prices, such as this one does, sufficient information be given on the agreement form to make it apparent that the agreement is a reasonable one from the standpoint of the State, and that the price is not out of line with going prices for the same kind of work.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. H. Probert
Office Engineer.

SHP:AP

PR#119 - Unit 4

OREGON STATE HIGHWAY COMMISSION

W. E. CHANDLER, DIVISION ENGINEER

GRANTS PASS, OREGON

November 23, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

The enclosed price agreement is being returned to you for further information as to the conditions which warrant the payment of $1.00 per lineal foot for 6-inch porous drain tile.

As this price is approximately double the price that we would expect to pay for this class of material in that vicinity, please advise as to whether or not the price covers any extra items of expense such as excavation, furnishing of backfill materials, placing of a board in the bottom of the trench, etc.

In case a better quotation can not be obtained from contractors Bauers and Bauers, would it not be advisable to pay for the work on a force account basis, or to perform the same with state forces?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP
Encl.

...Y. BAKER, CHAIRMAN
...DUZER, PORTLAND
W. H MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

November 22nd, 1926.

Mr. Roy A. Klein
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Herewith price agreement for installation of 6" porous drain tile on Unit #4 of the Burnt Hill--Chetco River Section. This appears a little large but it is the same price that Mr. Bowers bid on his unit #1 on this same project. Therefore I recommend it be accepted.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
Inc.

CARL BAUERS

GEO. F. PRICE

BAUERS & BAUERS

GENERAL CONTRACTORS

DAYTON, WASHINGTON

Gold Beach, Oregon

State Highway Commission

Salem, Oregon.

June 18, 1926

Dear Sir;-

Attention Mr Glaisyer.

Concerning the matter of the Washburn & Hall insurance, we beleive that there must be some error, and will take the matter up with Mr Hall at the first oppurtunity.

Sincerely yours,

Bauers & Bauers

By Carl Bauers

C B

RECEIVED
JUN 23 1926

NOTED
H. B. GLAISYER

~~1015~~
99 119

June 4, 1926.

Bauers & Bauers,
Contractors,
Dayton, Washington.

Gentlemen:

The attention of this Department has been called by the Industrial Accident Commission to the fact that Washburn & Hall, subcontractors under yourselves, for highway construction work in Curry County, have filed a rejection to the Oregon Workmen's Compensation Act.

This is a direct violation of the terms of the contract, in which it is stated that the successful contractor shall accept the terms of the Oregon Workmen's Compensation Act, and carry on his work in strict compliance with the terms thereof.

We are today writing Washburn & Hall concerning this matter, a copy of our letter being enclosed herewith, and we wish to impress upon you that it is imperative that that clause in the contract be adhered to, and the disregarding of the same by the contractor or subcontractor will be regarded as a violation with the terms of the contract, and will be dealt with as such.

Kindly take this matter up with Washburn & Hall and request them to withdraw their rejection of this law promptly. This should be done without delay, for the reason that their rejection will take effect July 1st, unless withdrawn prior to that date, and their withdrawal must be in the hands of the Industrial Accident Commission five days prior to July 1st.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er
enclosure

#833 & 836
Curry County
PR 119

June 8, 1926.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. N. J. Hess, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 1st inst. enclosing three certified copies of notice of claim of Pegan & Gassman for services performed for Bauers & Bauers in the sum of $17,737.65 in connection with their contracts for the construction of units 1 and 4 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Please be advised that we are today forwarding copies of this notice to the contractor and the surety on their bond. We are also mailing certified copies of the contract and bond to Mr. Geo. F. Alexander, attorney of Portland.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LH

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

RECEIVED
JUN 3 1926

#9314936

June 1, 1926.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received and filed as of this date, a notice of claim by Pegan & Gassman for services performed and labor and materials furnished on Units 1 and 4, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, Oregon, in the approximate sum of $17,737.65 against the bond taken from Bauers & Bauers as principals and the Aetna Casualty & Surety Company, surety, for state highway construction work.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

We are also enclosing a copy of a letter by Mr. Alexander and your attention is respectfully directed to the second paragraph thereof in which request is made for a copy of the contract and bond executed by Bauers & Bauers in connection with the above work.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Sears

L

COPY

GEO. F. ALEXANDER,
Attorney and Counsellor
1024 Board of Trade Building
PORTLAND, OREGON

RECEIVED
JUN 3 1926
OREGON

May 29, 1926.

Hon. Sam A. Kozer,
Secretary of State,
Salem, Oregon.

Dear Sir:

Enclosed herewith please find notice of claim of Pegan & Gassman against Bauers & Bauers in the sum of $17,737.65 for work done by them under contract for the above mentioned firm on Units 1 and 4 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, Oregon.

This notice is filed under Section 2991 Oregon Laws, 1920, and copies of the Bauers & Bauers contract and bond with the State Highway Commission are hereby requested as provided by law

Very t ruly yours,

G. F. ALEXANDER

GFA:J

Respectfully referred to the State Highway Commission

STATE DEPARTMENT

NOTICE OF CLAIM

To the STATE OF OREGON, and

THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

Notice is hereby given that the undersigned, Albert Pegan and Joseph Gassman, co-partners doing business under the firm name and style of Pegan & Gassman, have a claim for services performed and labor and materials furnished by them on Units One (1) and Four (4), Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, Oregon, under and pursuant to a written contract between themselves and Bauers & Bauers, a co-partnership consisting of Carl Bauers and George F. Price, and for damages growing out of the cancellation of said contract and for materials and equipment taken over from them by said Bauers & Bauers in the approximate sum of $17,737.65 against the bond taken from said Bauers & Bauers as principals, and the Aetna Casualty & Surety Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, and authorized to do a surety business in the State of Oregon, as surety, for the work of excavating; hauling and laying concrete pipe; building and constructing concrete bridges and culverts, rip-rap, cement rubble masonry, dry rubble masonry, hand placed rock slopes, including the work and labor necessary to build and construct the same, and furnishing, hauling and placing the material therefor, and for the full and complete performance of said contract as therein provided by all the parties thereto.

That said contract between said Pegan & Gassman and said Bauers & Bauers was not fully performed by said Pegan & Gassman because they were unjustly and unlawfully discharged by said Bauers & Bauers and dismissed from said work, and their sub-contract taken over by said Bauers & Bauers for completion on or about February 12, 1926. But the discharge and dismissal of the undersigned by said Bauers & Bauers was without just cause, excuse or reason and without any fault on the part of the undersigned, and contrary to the terms and provisions of the contract between them and said Bauers & Bauers,

and contrary to the terms and conditions of the contract made and entered into between the said Bauers & Bauers and the State of Oregon by its Highway Commission covering said work, which last named contract is expressly made a part of the contract between the undersigned and said Bauers & Bauers, and except clauses covering prices, methods of payment and date of completion of said work.

That there is now past due, owing and unpaid to the undersigned on account hereof by said Bauers & Bauers the approximate sum of $17,737.65.

Dated at Portland, Oregon, this 28 day of May, 1926.

PEGAN & GASSMAN

By ALBERT PEGAN

STATE OF OREGON)
) ss
County of Multnomah)

I, Albert Pegan, one of the claimants named in the foregoing claim and notice, and who subscribed the same, being first duly sworn, say that I know the contents thereof, and that the same is in all respects correct and true, and contains a true statement of claimant's demands and amounts due after deducting all just credits and off-sets, insofar as I am able to figure them at this time, as I verily believe.

ALBERT PEGAN

Subscribed and sworn to before me this 28 day of May, 1926.

(SEAL)

G. F. ALEXANDER
Notary Public for Oregon

My commission expires Jany 30, 1929.

File No. 518.
Filed June 1, 1926, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Pegan & Gassman for services performed and labor and materials furnished on Units 1 and 4, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, Oregon, in the approximate sum of $17,737.65 against the bond taken from Bauers & Bauers as principals and the Aetna Casualty & Surety Company, surety, for state highway construction work, with the original notice of claim filed in the office of the Secretary of State on June 1, 1926, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 1st day of June, A. D. 19 26

Sam A. Kozer

Secretary of State

By _____ Deputy

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Pegan & Gassman for services performed and labor and materials furnished on Units 1 and 4, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, Oregon, in the approximate sum of $17,737.65 against the bond taken from Bauers & Bauers as principals and the Aetna Casualty & Surety Company, surety, for state highway construction work, with the original notice of claim filed in the office of the Secretary of State on June 1, 1926, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 1st day of June, A. D. 19 26

Sam A. Kozer

Secretary of State

By _____

Deputy

99 119

June 3, 1926.

Bemers & Bemers,
Dayton, Washington.

Gentlemen:

Herewith enclosed please find certified copy of notice of the claim of Pegan & Gassman against yourselves the original of which has been filed in the office of the Secretary of State for Pegan & Gassman by Mr. George F. Alexander, Attorney and Counsellor at Law, Portland, Oregon. This claim is in the sum of $17,737.65 and it is stated is for services rendered you in connection with your contracts for the construction of Units 1 and 4, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

RQ 119

May 25, 1926.

Bauers & Bauers,
Dayton, Washington.

Gentlemen:

Herewith enclosed please find certified copy of notice of claim of the Central Transfer Company against yourselves in the sum of $1049.00, it being for services rendered for your subcontractors E. J. Cheatham and Sons in connection with the grading of Unit 1, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

This notice is given you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

09119

May 17th, 1926.

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received from the Central Transfer Company of Brandon, Oregon, notice of their claims against E. J. Cheatam & Sons, subcontractors under Bauers & Bauers, in connection with their contracts for the construction of Units 1 & 4 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County, which claims are in amounts of $1069.98 and $30.00. We enclose a copy of the letter of transmittal.

This notice is given you as you appear as surety on the bond furnished by Bauers & Bauers in connection with this work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/ar

May 17th, 1926.

Bowers & Bowers,
Contractors,
Dayton, Washington.

Gentlemen:

Enclosed please find a copy of a letter we have today received from the Central Transfer Company of Hunlon, Oregon, in which they enclose copies of their claims against E. J. Chesham & Sons, being in amounts $1069.98 and $30.00, for hauling work done for Chesham & Sons as subcontractors on your state highway work in Curry County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

119

May 7, 1926.

Mr. W. E. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

Mr. W. J. Ward of the California-Oregon Lumber Company was in the office this morning and spoke about the conditions at the undercrossing of the C. & O. railroad just north of the Chetco River bridge. After discussing the matter at some length, it was quite apparent that Mr. Ward's view was that the Lumber Company was not under any obligation to contribute to the cost of removing the bent which is now in the center of the road and replacing with heavier stringers or with truss construction. Also, the plans of the company being somewhat uncertain, it seemed advisable for the present to continue the present arrangement, at least until the new road is open for through travel.

In the meantime, when the contractors are out of the way, as a safety measure please arrange to paint white or whitewash each outside post of the center bent, and as a further warning for night traveling, please place a small bull's eye reflector on each outside post to warn traffic in each direction. I think this will handle the situation for the present and, at a later date, we may wish to take the matter up further to the mutual advantage of all parties concerned.

Very truly yours,

State Highway Engineer.

RAK:HI

cc C. B. McCullough

OQ-119

May 6th, 1926.

Maurice N. Eben,
Attorney at Law,
415 Platt Building,
Portland, Oregon.

Dear Sir:

We have your letter of the 5th instant, advising us of the claim of the Clafke Engineering Company against Bauers & Bauers, in the sum of $243.00, for an oil burner used by them on state highway work in Curry County, from which amount is to be deducted the board of the man making the installation.

In reply will say that Bauers & Bauers have a large contract in Curry County for the State Highway Commission. This contract involves grading Units 1 & 4 of what is known as the Burnt Hill-Chetco River Section. This work was let to them in two contracts, and in connection with each, they were required to furnish a surety bond for the purpose of protecting labor and material claims and all just debts, dues and demands. The surety on each of the bonds in question is the Aetna Casualty & Surety Company, for whom Bates, Lively & Pearson are the local agents. Their office is in the Yeon Building, Portland. We would suggest that in the event you secure no satisfaction whatever from Bauers & Bauers, that you take the matter up with the surety on the bond, and it is very likely that you will receive satisfaction from that source.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

MAURICE N. EBEN
ATTORNEY AT LAW
415 PLATT BUILDING
PHONE MAIN 2664
PORTLAND, OREGON

May, 5, 1926.

State Highway Commission,
Salem, Oregon.

Gentlemen;

The Clarke Engineering Co. of this city sold and installed for Bauers & Bauers one Oil Burner for use by them on the road work which they are doing as I understand it for the State of Oregon around Gold Beach. The price was $243.00 less the board of the man making the installation.

It is impossible to get a settlement for this item. At one time they repudiated the sale and said they were going to keep the burner until they were through with it, refusing at that time to turn it over to the representitive of the company.

I am wondering if it is possible for you in any way to help us in the settlement of this claim.

Yours very truly,

M N Eben

8:3 Wash. Bl. - Oreg. Clk. Rec.
8:6 Audit
Return

May 6th, 1924.

Bauers & Bauers,
Contractors,
Dayton, Washington.

Gentlemen:

Herewith enclosed please find copy of a letter we have today received from Mr. Maurice H. Eben, Attorney at Law, Portland, concerning the claim of the Olafke Engineering Company against yourselves in the sum of $243.00, less the board of one man for making the installation of an oil burner.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

May 6th, 1926.

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Herewith enclosed please find copy of a letter we have today received from Mr. Maurice N. Eben, Attorney at Law, Portland, Oregon, concerning the claim of the Olafke Engineering Company against Bauers & Bauers for one oil burner used by them in connection with their contract in Curry County. This notice is sent you as you appear as surety on the bond furnished by Bauers & Bauers in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

M. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

FORM EB 30181 500 10-25

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

PR #119
Unit No. 4

OREGON
STATE HIGHWAY

May 3rd, 1926.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Attention: Mr. Probert.

Dear Sir:-

I am forwarding force account order #5, contract #836 for work on the north approach of Chetco River Bridge. Also, I am sending letter from C. H. Armstrong as explanation of charges previously sent in on this work. I am following your instructions in sending in this force account order for this work and charging it to the grading contract. This work that was done however, as explained in Armstrong's letter was entirely of a temporary nature and no work was done that would in any way aid the grading of this section.

This temporary work was entirely caused by the fact that our temporary bridge washed out. The grading that was done on this particular north approach by the contractor was done at a time of the year when the grading was more costly than it would have been had it been done this summer. We asked him to do this particular work looking forward to a possible condition that did result, that is, the temporary bridge washed out. Our contractor has worked with us on this proposition and it has cost him more than it would under normal conditions. However, the amount of this charge is exceedingly small and think further correspondence would be unnecessary. The facts however, are as stated above, and as stated in letter from Mr. Armstrong.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
Inc.

Sub 6

H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

RECEIVED
APR. 9 1926
GRANTS PASS DIV. OFFICE

SALEM
OREGON
STATE

OREGON STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE REFER TO FILE NO.

ATTENTION:

Brookings, Oregon.
April 27,1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon. Attention Mr. J.G.Bromley.

Dear Sir:-

In explanation of the cost distribution on the bill which you have from Bauers & Bauers for work done in February and revised April 7th. I have a letter dated Feb.17th. directing me to charge this work to 8 KD prefix and it is my understanding, this prefix is to cover both grading and the temporary bridge construction at the Chetco river.

Since this 8 KD was strictly a cost plus job through out and this was grading and other work of a temporary nature leading to the bridge I used the acc't. numbers on pages 28& 29 of the acc't. number book, as I see no place on pages 34 & 35 which would cover such items.

In your letter of the 24th. you state the proper charge should have been 839 where it was charged to 8 KD or if 8-PE-4 it should be 566. It is my understanding that the acc't.no's. on page 33 of the acc't. number book, are for work which would be charge to bridge jobs under contract only, and those on pages 26 & 27 are for items charged to grading contract jobs only, and those on pages 28 & 29 and 34 &35 are for State force jobs or those done on a cost plus basis . In this case if it was charged to 8 PE-4 it would be necessary to charge it as you stated, but if to 8 KD it would be necessary to use the acc't. number page 28 &29.

In order to get the proper acc't.numbers on the bills in the future, I would be pleased to know where I am wrong in the above and why, also where the different numbers can be used. In your letter it is not clear as why my numbers were wrong, other than probably the prefix.

There seems to be some confusion as to why the work was done and why it was an emergency. It was impossible to do any more work on the north side of the river than was done before the temporary bridge went out, as the bridge contractors buildings, bunkers, mixers, etc. were in the way and it was necessary to get the bridge steel down in the road. After, it was necessary to get the traffic over the best way possible. This was done by building a plank trackway over the mud and grading a steep approach to let the traffic to the old road.

In doing this every item which would in any way tend to lessen the cost of the regular contract job was eliminated and paid for as such items. So there is nothing in this bill which would tend to reduce the cost of the permanent approach.

I am inclosing a force account bill as you requested.

Very truly yours,

C. H. Armstrong.

Res. Eng'r.

PR #119
Unit No. 4

April 22, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

Reference is again made to the Bauers & Bauers' bill for the construction of an approach to the west end of the Chetco River Bridge.

The bill still fails to contain the information asked for. It states that it is for grading, digging ditches, loading gravel, hauling lumber, etc., but what do these things mean when no information is conveyed as to what grading, digging, loading and hauling is referred to. I have found out what grading, digging, loading and hauling is referred to by making inquiry of Mr. Paxson, but it doesn't seem to me that that should be necessary. That information should be shown on the bill, and similar information should be shown upon every bill submitted. All that is necessary is a prefacing statement such as:

> "For materials furnished and service rendered in constructing a temporary approach to the west end of the Chetco River Bridge, as follows:-"

In this particular case, it would have been quite appropriate for the bill to have been transmitted to us with a statement as to the nature of the approach constructed, and with a statement as to what occasioned its construction at this time, and by contractor's forces working on a cost plus basis. The State Highway Engineer should have all of this information at hand before giving his approval of the payment of the claim.

The cost distribution shown upon the revised bill is in error as account numbers applying to state force construction jobs are used in connection with a prefix applying to a contract job. Also, the account numbers apply to grading, surfacing and paving projects, while the prefix is for a bridge project. If the charge is to be made against 8 KD, the proper account number to use is 839. If the charge is to be made against 8 PE-4, it should be handled as extrawork under the contract, or charged to account number 566.

As stated in a previous letter, the Bridge Department refuses to O.K. this claim as a charge against 8 KD, claiming that the grading contractor should have been required to grade the permanent approach before

the putting in of same became an emergency, and had to be performed on a cost plus basis. For that reason, and for the reason that the work performed will operate to some extent to reduce the cost of constructing the permanent approach, we are of the opinion that the charge should be made against the grading. Accordingly, we request that an extra work order under contract No. 856 be prepared and submitted. The charge will then be made against that order and paid with the next monthly estimate.

Please let the submission of this extra work order have your early attention so that there will be no further delayin the making of payment to the contractor. We will not return the bill for revision, but will ourselves make such corrections and additions as are necessary.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

SHP:AP

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER

GRANTS PASS, OREGON

April 10th, 1926.

Mr. S. H. Probert
Office Engineer
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Herewith bill of Bauers & Bauers on which you commented in your letter of March 24th. The bill has been made out again in considerably more detail. If this is not sufficient will you please advise.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
Inc.

#~~8-36~~ PPE-1
PR-119

April 14, 1926.

Mr. Sam A. Kozer,
Secretary of State,
B u i l d i n g.

Attention Mr. W. J. Ross, Filing Division.

Dear Sir:

In reply to your letter of the 13th inst. in which you enclose the request of George D. Wood, Secretary, Brookings State Bank, transmitted through his attorney T. T. Bennett of the firm of Bennett & Swanton, Marshfield, for a certified copy of the contract awarded to Bauers & Bauers for the construction of Unit No. 4, Bunch Hill-Chetco River Section of the Roosevelt Coast Highway, will say that the certified copy of this contract was mailed to Mr. Bennett on March 19th in response to his request.

Due to the fact that his request was not accompanied by an affidavit as required by law we requested him to mail us such an affidavit and it is likely that this affidavit has been sent in respo se to this request. We will not send Mr. Bennett another certified copy of the contract at this time.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:M

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

C. N. LAUGHRIGE
DEPUTY SECRETARY

PR—119 #4

April 13, 1926

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:- (Attention of Mr. H. B. Glaisyer, Chief Clerk)

The enclosed affidavit by Geo. D. Wood, Secretary of the Brookings State Bank, was transmitted to this department by Hon. T. T. Bennett of the firm of Bennett & Swanton, Attorneys-at-Law, Southwestern Bank Bldg., Marshfield, Oregon, and it is our understanding that the same was executed and transmitted for the purpose of securing a certified copy of the bond and contract of Bauers & Bauers for the work of construction of Unit 4, Burnt Hill, Chetco River Section, Roosevelt Coast Highway.

Kindly make formal acknowledgment of the affidavit to this department and prepare and forward the desired certified copy to Mr. Bennett at the above address, and oblige.

Respectfully yours,

FILING DIVISION,

By M. J. Haas

copy sent 4/19/26

H

H R C

STATE OF OREGON)
) SS:
COUNTY OF CURRY)

I, GEORGE D WOOD, being first duly sworn, on oath depose and say that I am the secretary of the BROOKINGS STATEBANK, a banking corporation under the laws of the State of Oregon.

I further depose and say that heretofore, and to-wit, on or about the 29th day of December,1925, the Brookings State Bank loaned to Dudley Gately the sum of Seven Hundred ($700.00)Dollars, and on or about the 10th day of February, 1926, loaned to the said Dudley Gately One Thousand ($1,000.00) Dollars, said sums aforesaid being evidenced by three promissory notes drawing interest at the rate of eight per cent. per annum, providing for attorney's fees, all of which moneys are past due; that all of the proceeds of said loan were used by the said Gately in the payment of labor or materials for the prosecution of the work on the Roosevelt Coast Highway in Curry County,Oregon, being generally described as Unit 4 Burnt Hill - Chetco River Section, project No.918,contract No.836,contractors, Bauers & Bauers, and awarded July 28, 1925; and the undersigned, Brookings State Bank and George D.Wood hereby make application for a certified copy of the Bond accompanying said contract and given to secure the faithful performance thereof.

I further depose and say that in addition to the above there was a loan from the Brookings State Bank on December 12,1925 for $300.00 and interest at 8% per annum,due January 12,1926 in the same condition as the above referred to three notes.

Geo D Wood

Subscribed and sworn to before me this 5th day of April 1926.

C. P. Ewing.
Notary Public for Oregon.
My commission expires April 26-1929

(NOTARIAL SEAL)

PR #119
Unit 4

March 24, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

The enclosed voucher is being returned to you again for the reason that the description of the work involved is still insufficient.

It is hereafter going to be the policy of the Department to require that every bill give a description of what it covers in such detail as to make clear to a person entirely unfamiliar with work involved, what kind or kinds of work are covered, where the work is located, what its limits are, etcetera. We have concluded that it is ridiculous for a bill to give the names of all the men who worked on the job and a lot of other such details, and at the same time be absolutely silent as to what kind of work was done, where it was done, and other facts necessary to identify the work and give some idea as to what the State has received for its money.

Our vouchers must be signed by the State Highway Engineer, and by the State Highway Commissioners, and it does not seem that we should ask them to approve vouchers which convey no definite idea as to what the payment is being made for. Also, the vouchers become, after payment, an important part of our record of expenditures, and they are the source to which we must refer in preparing cost statements, etcetera. You will appreciate that it is very discouraging in trying to account for an expenditure, to find that the only information on the voucher is the approval of the Division Engineer, and a prefix and account number.

In the present case, we suggest that you have Bauers & Bauers submit revised bills, or that you prepare revised ones for them, in which revised bills suitable descriptions of the work covered are given. It would be desirable to even go so far as to state the approximate lineal feet of different classes of work performed, and and to state whether the approach constructed was at the north or south end of the bridge. One who is familiar with the work can supply such details very readily, and they surely add a great deal to the value of the exhibit.

Mr. W. E. Chandler #2

Please instruct whoever looks after the bills passing through your office, to hereafter see that each one contains a complete, accurate and intelligible description of whatever item or items are involved. It will be appreciated.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

March 22nd, 1926.

Mr. Roy A. Klein,
State Highway Engineer
Salem, Oregon.

Attention: J. DeSousa.

Dear Sir:-

Herewith I am returning bill of $255.93 of Bauers & Bauers, Brookings, Oregon. This work was emergency work at the time the temporary bridge across the Chetco river washed out during the recent flood. While it is not on the detour road yet this emergency work was caused by the fact that this detour road washed out and was all of a temporary nature. It appears to me that this charge is a charge against this detour road even the the actual work was done on what is to be the permanent road.

Yours very truly,

WM. E. CHANDLER
Division Engineer

WEC/F

March 20, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

The enclosed voucher is being returned to you for a more complete explanation of the work which it covers. You will note that on the voucher it it stated that the claim is for "building approach and surfacing, and labor on plank roadway", and that on the bills submitted by Bowers & Bowers, it is stated that the claim is for detour construction. These statements are inconsistent and neither one is adequate.

Mr. Rasserans has objected to the claim being charged against the Chetco River Bridge, stating that he is advised by Mr. Parsons that the work involved was the grading and temporary surfacing of the sections of the highway approaching the bridge structure, and that the work involved was not the construction of a detour around the bridge site. Please advise us in regard to this feature, giving us the proper account numbers and prefixes against which to make the charges.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. W. DeSouza
Assistant Office Engineer .

JWD:
SHP:AP

March 19, 1926.

Mr. T. T. Bennett,
Attorney at Law,
Southwestern Bank Building,
Marshfield, Oregon.

Dear Sir:

Complying with your request of the 18th inst. we are mailing to you herewith certified copy of contract awarded to Bauers & Bauers for the construction of Unit No. 4, Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County.

In accordance with Section 8991, Oregon Laws, it is necessary for you to file an affidavit with this department in order to secure this certified copy. Will you kindly do this? We are forwarding this copy to you in advance of the receipt of the affidavit as it is thought that you are in a special hurry for it and would appreciate receiving the same at an early date.

Regarding subcontractors under Bauers & Bauers, will say that we do not have any record of them or of their agreements with the original contractor and we are, therefore, unable to give you any information concerning them. All of our dealings are directly with the contractor, Bauers & Bauers, whom we hold responsible for the satisfactory completion of this project.

There is no charge in connection with the furnishing of this copy of the contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

...AND SWANTON
ATTORNEYS AT LAW
SOUTHWESTERN BANK BUILDING
MARSHFIELD, OREGON

...BENNETT
B. SWANTON
T. T. BENNETT

March 18,1926.

Secretary of State Highway Commission,
S A L E M, Ore.

Dear Sir:

I understand that Bauer and Bauer,are the general contractors on part of the Roosevelt highway in Curry County,being generally referred to as Unit No.4.Chetco Burnt Hill Section. I also understand that one Jack Hill is a sub-contractor for part of the road from Bauer and Bauer,and one Dudley Gately was a sub-contractor under Jack Hill.

Will you kindly send me copy of the Bonds filed by each and all of the directors above referred to on this road contract. If I could get them by return mail,it would be deeply appreciated. They need not be certified copies,simply a statement from your office that they are correct copies will be sufficient.

If there are any charges,I will, of course, be glad to remit.

Respectfully yours,

T. T. Bennett

TTB:DP

09-119

January 12, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of January 11, in regard to the matter of the cost of falling dangerous trees on Unit 4 of the Burnt Hill-Chetco River Section.

Mr. Klein suggests that if the cost of falling these trees is to run as high as you have estimated, that only such trees as are a real menace should be felled. At $60.00 each, the cost of removing any considerable number of trees runs to a large amount, and it is therefore necessary to hold the number to be felled to the very minimum.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

[redacted]

Grants Pass, Oregon.
Jan. 11, 1926.

IN YOUR REPLY PLEASE
REFER TO FILE NO.

ATTENTION:

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Attention Mr. Probert.

Dear Sir:

Referring to your letter of December 23rd concerning the cost of falling dangerous trees, can advise that the estimated cost is rather high but that we plan on cutting up and burning all trees. The price of six or eight dollars a tree is for falling only which has been the usual practise.

Some of these trees we may simply trim and burn the limbs. The fire wardens are very particular about taking care of such trees.

Very truly yours,

W. E. [illegible]
Division Engineer.

DR#109
Unit No. 4

December 23, 1925.

Mr. W. E. Chandler,
Division Engineer,
Marshfield, Oregon.

Dear Sir:

Reference is made to extra work order No. 1 under the Bowers and Bowers' contract for the grading of Unit No. 4 of the Burnt Hill-Chetco River Section. This order calls for the felling of some twenty-five trees which are located beyond the limits of the highway right of way, and the cost of the work is estimated at $1,000, or $40.00 per tree. This estimated cost appears to us to be unnecessarily high, and we suggest that you investigate the situation before the expense is incurred, and make sure that the trees are being removed as economically as possible.

We have noted from orders previously submitted that the usual cost of felling trees of this kind is around six or eight dollars.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

FIELD ENGINEER'S WEEKLY REPORT

NOTED

Date Aug 10, 1925

Job Name Unit #4
Chetco-Pistol Rivers

Highway Coast

County Curry Job Prefix 8PE-4

Week from Aug 2 to Aug 8 1925

Mail Address Brookings Ore

Telegraph or Telephone Address

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Party ran reversion sta 617 to 680 and took notes for box culvert over entire job, also made up estimate of the length for same.

RECEIVED
AUG 13 1925
PROSPECT DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed C K Armstrong

Title Asst Engr

OREGON STATE HIGHWAY DEPARTMENT

6-11-60

...eyed .....

...mary staked .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... 8 PH ..... *Percentage* 50

Other jobs ..... 8 DJ ..... *Percentage* 50

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

CONTRACT# 837,

SEE:

CONTRACT# 762,

30-

837 SEE: Contract 762

CONTRACT# 837,
888, 957,

PR 110-C Siletz Bay-Rocky Cr. 1927-1929

837,838,957 Folder # 2

March 3, 1928

Purple Trucking Company, Inc.,
1853 East Broadway,
Portland, Oregon.

Gentlemen:

Attention: Mr. Milne.

We refer again to your letter of February 11 requesting information as to the quantities of hauling that were involved in the delivery of certain crushed rock placed under the Drumheller & Dunn contract for the surfacing of the Siletz Bay-Otter Rock Section.

We are enclosing herewith a copy of a letter which was written to you on February 14 by our Resident Engineer, Mr. T. A. Rice, in which letter Mr. Rice gives the information which you have requested.

The quantities given in Mr. Rice's letter have been checked back against the voucher on which payment was made to Drumheller & Dunn and have been found to be correct.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:EM
ENC

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE REFER TO FILE NO.

Newport, Ore Feb. 21,1928

Mr. Roy A. Klein,
State Highway Engineer
Salem, Ore

Attention Mr. S.H.Probert,
Office Engineer

Dear Sir:-

Your letter of Feb. 18 reference to hauling done by Purple Trucking Co. for Greenwood and Dann on Roosevelt Highway North of Newport:-

Attached is copy of letter concerning same which I sent the Purple Trucking Co. on Feb. 14 relative to the same inquiry.

The Auditor will probably locate a copy of the bill mentioned dated Aug. 231928 and which amounted to $827.44, which contained the items the Purple Trucking Co. are tracing.

Respectfully.

Thomas A. Rice
Resident Engineer

RECEIVED
FEB 23 1929
OREGON
STATE HIGHWAY COMMISSION

Feb. 16, 1929.

The Purple Trucking Co., Inc.,
1863 East Broadway.
Portland, Oregon.

Gentlemen: Attention: Mr. Kline

Reference is made to your letter of February 12th, requesting information as to the quantities of hauling that were involved in the delivery of certain crushed rock placed under the Greenwood & Pass contract, for the surfacing of the Siletz-Otter Rock Section.

It will be necessary for us to refer this matter to our Resident Engineer, Mr. T. A. Rice, at Newport. As soon as we hear from Mr. Rice we will advise you further.

Very truly yours.

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:MR

Feb. 18, 1928.

Mr. T. A. Rice,
Resident Engineer,
Newport, Oregon.

Dear Sir:

We are referring to you herewith a letter received from the Purple Trucking Company, asking for certain information in regard to the quantities of hauling performed under the Greenwood & Dunn contract, for the surfacing of the portion of the Roosevelt Coast Highway, which is between Siletz Bay and Otter Rock.

If you can provide this information, or if you can suggest some way in which the information can be obtained from the final records which were submitted to this office at the completion of the work, please let us hear from you.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. M. Probert,
Office Engineer.

EMP:ER

cc J. S. Sawyer,
Division Engineer,
O f f i c e.

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF J. S. SAWYER, DIVISION ENGINEER
SALEM

November 26,1928

OBJON
PR 110C

21-PF

Memorandum to Mr. Probert.

Attached hereto for your files and information please find copy of letter recently received from T. A. Rice, Resident Engineer, Newport, Oregon, itemizing in detail and giving the reasons for the overrun on the Greenwood and Dann contract #957 surfacing Siletz Bay-Otter Rock Section, Roosevelt Coast Highway.

It is quite possible that I may have given you a statement on this contract previous to this. However, I cannot find it in my files and it would not have been in as much detail as the information Mr. Rice has worked up.

Very truly yours,

J. S. Sawyer,
Division Engineer

JSS:JS
enc

(COPY)

OREGON STATE HIGHWAY COMMISSION

Newport, Oregon

November 20, 1928

Mr. J. S. Sawyer,
Div. Engineer,
Salem, Oregon.

Dear Sir:

Attached is quantity of summary of Greenwood & Dann contract covering work between Siletz Bay & Otter Rock, also below statement of overrun and cause.

Item	Preliminary Estimate as shown by quantities attached to contract		Final Construction Quantities		Overrun	
Surf. Matls.	34270 CY	$77082.00	35545 CY	$79623.10	1275 CY	$2541.10
Filler	6000 CY	2700.00	8908 CY	4008.60	2908 CY	1308.60
Com. Excavation	5000 CY	2500.00	6457 CY	3228.80	1457 CY	728.90
Sol. Rk. Ex.	1200 CY	1800.00	1598 CY	2398.35	398 CY	598.35
6" drain tile	4400 ft.	1320.00	8323 ft.	2496.90	3923 ft	1176.90
Rk. backfill	660 yd.	1980.00	1032 yd.	3097.50	372 yd.	1117.50
Filler haul	20000 ym	4000.00	20247 ym	4049.40	247 ym	49.40

Above items represent an increase over prelim. estimate of 8.23% in money.

Increase in surfacing materials caused by work being carried over winter months to following spring.

Filler, common excavation, solid rock excavation, drain tile and rock backfill items, increased over prelim. estimate due to unanticipated conditions between time prelim. estimate taken and actual time of construction.

The following items were not provided for in the prelim. estimate but provision were made for same in contract.

Earth cusion	2467 CY	1110.15	1110.15
Hauling earth cushion	3201 ym	640.20	640.20
Exaavation haul	84 ym	21.00	21.00
Stripping filler pits	477 CY	119.38	119.38

Extra work performed by contractor under price agreement attached to contract.

Daylighting cut at crusher Sta. 56N		$2802.00	2802.00

Maintenance materials increased as to character and volume and price

to provide material for revised oiling specifications, covered by price agreement attached to contract.

Maint. Matls.	7700	CY	$9009.00	10295 CY	16709.22	2595 CY	$7700.22
Hauling Maint. Matls.	15000	ym	3000.00	27577 ym	5515.59	12577 ym	2515.59
Totals			$103391.00		$ $125820.29		$22429.29

Total job increase in money 21.69%

Respectfully,

THOMAS A. RICE
Resident Engineer.

#957
2 OF
PR 110 C

RECEIVED
NOV 3 1928
OREGON
STATE HIGHWAY COMMISSION

A. C. GREENWOOD
GENERAL CONTRACTOR
500 NORTH FRONT STREET
PORTLAND, OREGON

November I, I928

Roy A. Klein
State Highway Engineer
State Highway Commission
Salem, Oregon

IN RE: Storm & McClain

Dear Sir;-

Your letter of the 22nd with reference to claims of the Associated Stores against the above parties was received at the office during my absence. For the past three months I have been allmost continuously absent in the Rainier National Park where I am giving personal attention to some construction work. Mr Dann has been busy near Lebanon and Mr DeSalt has had his time well occupied with his job at Crater Lake.

Now, with reference to this claim of the Associated Stores against Storm & McClain, while they have actually made the sale of the feed to Storm & McClain according to their notice of claim, the fact of the matter is that Storm & McClain did very little work for us, barely made a start, when they left our job and work and went to work for other people on a different job. They certainly left none of this feed on our job when they left us. Under the circumstances we are unable to regard or consider this as a claim against us. We are today writing the Associated Stores to this effect.

Yours truly

A. C. GREENWOOD

PR110C

October 28, 1928

Wilbur, Beckett, Howell & Oppenheimer,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

Attention: Mr. H. W. Wilbur

Replying to yours of the 25th inst. regarding the date of final completion and acceptance of the Rufus Bay bridge constructed by Hutchinson-Wilson Co., wish to say that our records show that this job was completed on June 10, 1927, which date is also considered by this Department as the date of acceptance by the State Highway Commission.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Gladmyer,
Chief Clerk

HBG:JH

R. W. WILBUR
H. B. BECKETT
F. G. HOWELL
E. K. OPPENHEIMER

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

Oct. 30, 1928.

Highway Commission,

Salem, Oregon.

Gentlemen:

Will you please write us giving us the date of the final completion and acceptance of the Depoe Bay Bridge on the Roosevelt Highway completed by Kuckenberg & Wittman.

Very truly yours,

RWW/M

WILBUR, BECKETT, HOWELL & OPPENHEIMER,

By Rwwilbur

* 888

June 10, 1927

ANSWERED
H. B. G.

PR 110C

October 25, 1928

Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents
Yeon Building,
Portland, Oregon.

Dear Sirs:

(957)

This letter is to inform you as surety on the bond furnished by Greenwood & Dunn in connection with the contract that was awarded to them by the Highway Commission for the surfacing of the Siletz Bay-Otter Rock Section of the Roosevelt Coast Highway, that we are about to make final payment to Greenwood & Dunn for this work. The payment will be made on or after Friday, November 2nd, 1928.

We have knowledge of the following claims against this contract:

Associated Stores Company in sum of $198.50, being for feed furnished to Storm and McClain, subcontractors.

Associated Stores Co. in sum of $94.96 also for feed furnished to Storm & McClain, subcontractors.

Total claims $293.46.

The State Highway Commission assumes no responsibility or liability in connection with these claims.

We might state that under this contract Greenwood and Dunn have earned the sum of $125,732.76, of this $121,960.78 has been paid, including the present estimate of $6,557.84. The retained percentage is $3,771.98.

Very truly yours,

By A. Klein
State Highway Engineer

By

H. B. Chaney,
Chief Clerk

HBC:JS

OCT 28 28

October 24,1928

Mr. R. W. Wilbur, Attorney-in-fact,
Independence Indemnity Company,
Board of Trade Building,
Portland, Oregon.

(947)

Dear Sir:-

This letter is to inform you as surety on the bond furnished by Mr. E. J. Hildebrun in connection with his contract for the furnishing of maintenance materials for the La Grande-Baker Section of the Old Oregon Trail, that we are about to make semi-final payment in connection with this project. This payment, in the sum of $6,554.77, will be paid to the Hart Construction Company, who are completing this project for Mr. Hildebrun, on or after Saturday, October 27th.

Numerous claims have been filed against this contract, but the State Highway Commission assumes no responsibility or liability in connection with any of them.

For your further information will say that there has been earned in connection with this contract $58,866.88 and that we have paid to the contractor, including the present semi-final payment, the sum of $52,250.29, leaving a retained percentage of $1,616.99.

Very truly yours,

Ray A. Klein
State Highway Engineer

By

E. E. Glaisyer
Chief Clerk

HEG:JB

changed the law.?

RECD OCT 28 '28

PR 110 e

October 3,1928

Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Attention: Mr. Carl V. Mentz

Gentlemen:

Replying to yours of the 2nd inst. regarding claims against Crosswood and Dam in connection with their contract for the surfacing of the Siletz Bay-Otter Rock Section, wish to say that the claim of the Associated Stores Company against Stern & McClain is the only claim that we have knowledge of.

The contract is complete and final records are now being checked in this office. We expect that final payment will be made within the next two or three weeks.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JS

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
GENERAL AGENTS
YEON BUILDING
GEORGE A. MERCER, ADJUSTER

PORTLAND, ORE.,

Oct. 2, 1928

Oregon State Highway Commission
Salem, Ore.

Att'n-H. B. Glaisyer
Chief Clerk

Dear Sir:

We acknowledge your letter of September 20 in connection with the claims for feed furnished by the Associated Stores Company to Storm and McClain, who were subcontractors under Greenwood and Dann in connection with their contract for the surfacing of the Siletz Bay-Otter Rock section of the Roosevelt Coast Highway in Lincoln County.

We would like to know if there are any other claims filed with you against this contract and if final payment has been made the contractors.

Thanking you for this information, we are

Yours very truly,
Geo. A. Mercer, Adjuster
By Carl V. Mantz

CVM:A

Total paid to Aug, 15th - $115,402.94 -
Retained percentage - $7,754.33.

Contract is complete and final records are now being checked in this office.

Only claim on file at this time is one of Associated Stores Company against Storm & McClain in amount $287.26 for feed furnished.

ANSWERED
H. B. G.

#1937
210E

PR 11e

October 1, 1938

Greenwood & Dunn,
500 N. Front Sts,
Portland, Oregon.

Gentlemen:

Attached hereto is a copy of a notice that we have today received from English & Krause, Attorneys, of Toledo, in which is set forth the claim of the Associated Steves Company against Storm & McClain, subcontractors under you in connection with your contract for the surfacing of the Siletz Bay-Otter Rock Section.

Very truly yours,

ROY A KLEIN
State Highway Engineer

By

H. R. Glaisyer
Chief Clerk

HRG:H
Enc.

October 1, 1928

Aetna Casualty & Surety Co.,
Bates, Lively & Pearsem, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand to you herewith a copy of an affidavit that we have today received from English and Krause, Attorneys of Toledo, in which is set forth a claim of the Associated Stores Company against Storm & McClain, subcontractors under Greenwood and Dunn in connection with their contract for the surfacing of the Siletz Bay-Otter Rock Section of the Roosevelt Coast Highway in Lincoln County.

This information is given you as you appear as surety on the bond furnished by Greenwood and Dunn in this instance.

Very truly yours,

ROY A KLEIN
State Highway Engineer

By

HBC:S
Enc.

H. B. Claisyer
Chief Clerk

October 1, 1938

English & Krause,
Attorneys at Law,
Toledo, Oregon.

Attention: L. C. English

Gentlemen:

In response to your request of the 29th ult. we are mailing to you herewith a certified copy of the contract awarded to Greenwood and Dunn for the surfacing of the Siletz Bay-Otter Rock Section of the Roosevelt Coast Highway in Lincoln County.

Very truly yours,

BOY A KLEIN
State Highway Engineer

By

H. B. Glaiqyer
Chief Clerk

HBG:H
Enc.

STATE OF OREGON)
) ss
County of Lincoln)

I, C. M. ROBERTS, being first duly sworn, depose and say: That I am Supervisor of Associated Stores Company, which said Company owns and operates Associated Store No. 13 at Toledo, Lincoln County, Oregon; that between the 21st day of April, 1927, and the 8th day of June, 1927, said Associated Store No. 13 sold and delivered to Storm & McClain horse feed in the value of Two Hundred Eighty-seven and 26/100 ($287.26) Dollars, no part of which sum has been paid; that said horse feed was furnished said Storm & McClain, sub-contracters under Greenwood & Dann and was feed necessary to maintain said horses used in grading upon Roosevelt Highway between Otter Rock and the Siletz River Bridge.

C M Roberts

Subscribed and sworn to before me this 29th day of September, 1928.

Louis L English
Notary Public for Oregon.
My Commission Expires Dec. 4, 1931.

OFFICES AT
TOLEDO AND NEWPORT

ENGLISH & KRAUSE
ATTORNEYS AT LAW
TOLEDO, OREGON

Sept. 29, 1928.

Oregon State Highway Commission,
Salem, Ore.

Gentlemen:

Please find enclosed herewith affidavit as required under Sec. 2991, Oregon Laws, and we respectfully request that we be furnished with a certified copy of contract and bond of Greenwood & Dam incident to work upon the Roosevelt Highway between Otter Rock and the Siletz River Bridge.

Very truly yours,

ENGLISH & KRAUSE

By L. G. English

LGE:M
Enc.

ANSWERED
H. B. G.

#957
210E

PR 110e

September 20,1928

The Aetna Casualty & Surety Co.
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find notice of claim in the sum of $ 192.20 and $94.96, being for fuel furnished by the Associated Stores Company to Storm and McClain, who were subcontractors under Greenwood & Dunn in connection with their contract for the surfacing of the Siletz Bay-Otter Rock section of the Roosevelt Coast Highway in Lincoln County.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Greenwood & Dunn in this instance.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

JB

September 20,1928

Greenwood & Dunn,
500 E. Front Street,
Portland, Oregon.

Dear Sirs:

Enclosed herewith please find notice of claim of the Associated Stores Company against Storm and McClain, who were subcontractors under you in connection with your contract for the surfacing of the Siletz Bay-Otter Rock Section of the Roosevelt Coast Highway in Lincoln County. These claims are for feed furnished to Storm and McClain in the sum of $132.30 and $24.96.

Your early attention to this matter will be greatly appreciated.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

L. B. Glaisyer
Chief Clerk

JB

September 20, 1928

Hon. Sam A. Kozer,
Secretary of State,
Building.

Attention: E. J. Hess.

Dear Sir:

This is to acknowledge receipt of your letters of September 17th, regarding the claims of the Associated Stores Co. in the sum of $94.96 and $192.50, respectively, against Greenwood and Dunn, being for food furnished Storm and McClain, subcontractors under Greenwood and Dunn in connection with their contract for the surfacing of the Siletz Bay-Otter Rock Section of the Roosevelt Coast Highway in Lincoln County.

Please be advised that copies of this notice of claims are being sent to the Contractor and surety on his bond in today's mail.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

E. E. Glaisyer
Chief Clerk

HBG:JS

...KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

September 17, 1928.

RECEIVED

State Highway Commission,
Salem, Oregon.

Gentlemen: Attention: Mr. H. B. Glaisyer, Chief Clerk.

This is to advise that we received and filed as of September 4, 1928 a notice of claim by the Associated Stores Co., for feed furnished to Storm and McClain, Subcontractors, in the sum of $192.30, against the bond taken from Greenwood and Dann, Principals, and the Aetna Casualty Security Company, Surety, for the work of surfacing the state highway from Siletz Bay to Otter Rock. — 500 in front

We are enclosing copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By N. J. Haas

Enc.
CF

OFFICE: COTTAGE AND TRADE Sts.
Theo Roth, Manager
C. M. Roberts, Credit Manager
Telephones 424-425-426
Frank Friesen, Supervisor

ASSOCIATED STORES
Inc.
SALEM, OREGON

Sep. 4, 1928

NOTICE OF CLAIM OF ASSOCIATED STORES COMPANY

To the State of Oregon and to the State Highway Commission of the State of Oregon.

Notice is hereby given that the undersigned Associated Stores Company has a claim for feed in the sum of $192.30 which was furnished to Storm and McClain, sub-contractors under Greenwood and Dunn, against bond taken from Greenwood and Dunn, principal, and Aetna Casualty and Security Company, as surity for work of the State Highway Commission, surfacing highway from Siletz Bay to Otter Rock.

Signed ASSOCIATED STORES CO.

By C. M. Roberts
Cr. Mgr.

CR*B

ENDORSED:
File No. 747
Filed Sep 4, 1928
SAM A. KOZER, Secretary of State

KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

September 17, 1928.

RECEIVED
SEP 20
STATE HIGHWAY

State Highway Commission,
Salem, Oregon.

Gentlemen: Attention: Mr. H. B. Glaisyer, Chief Clerk.

This is to advise that we received and filed as of September 4, 1928 a notice of claim by the Associated Stores Co., for feed furnished to Storm and McClain, subcontractors, in the sum of $94.96 against the bond taken from Greenwood and Dann, principals, and the Aetna Casualty Security Company, surety, for the work of grading the state highway near Siletz River bridge.

We are enclosing copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,
By N. J. Haas
EL

Enc.
CF

OFFICE: COTTAGE AND TRADE STS.
Theo Roth, Manager

C. M. Roberts, Credit Manager

Telephones 424-425-426
Frank Friesen, Supervisor

ASSOCIATED STORES
Inc.
SALEM, OREGON

Sep. 4, 1928

NOTICE OF CLAIM OF ASSOCIATED STORES COMPANY

To the State of Oregon and to the State Highway Commission of the State of Oregon.

Notice is hereby given that the undersigned Associated Stores Company has a claim for feed in the sum of $94.96 which was furnished to Storm and McClain, sub-contractors under Greenwood and Dunn, against bond taken from Greenwood and Dunn, principal, and Aetna Casualty and Security Company, as surity for work of State Highway Commission, grading highway near Siletz river bridge.

Signed Associated Stores Co.

By C. M. Roberts
Cr. Mgr.

CR*B

ENDORSED:
File No. 746, Filed Sep. 4, 1928, SAM A. KOZER, Secretary of State.

#837
2100

PR110C

September 19, 1928

J. E. McGovern Co.
544 Peyton Building.
Spokane, Wash.

Gentlemen:

Attention: Mr. J. E. McGovern.

We return to you herewith check of James Crick in favor of Tony Biggi in the sum of $328.61, which is reported to be settlement in full of the claim of Tony Biggi Company against James Crick in connection with his contract for the construction of the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway in Lincoln County, Oregon.

We have no comments to make in connection with this other than that to more fully clarify our records we should have a statement from the Tony Biggi Company to the effect that this payment completely satisfied his claim, as there is such a great difference between the amount of the claim and the amount of this particular check.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

HBG:JS
enc.1

(COPY OF CHECK)

CRICK & KUNEY
Contractors

Check No. 1656
Voucher _____

Spokane Wash. Dec. 3, 1927

This check in settlement of the following:

Particulars	Amount
Bal in full Roosevelt Coast Highway 1925-1926	$229.81

PAY TO THE ORDER OF
Tony Biggi Co. $229.81

The Sum of $229 and 81 cts. Dollars

To The American Bank
Spokane, Washington
28-10

Crick & Kuney
By James Crick

ENDORSEMENT ON BACK

Tony Biggi Co.
Mrs. Paul Bath

GLOBE INDEMNITY COMPANY
A. DUNCAN REID, PRESIDENT
NEWARK, N.J.

PACIFIC DEPARTMENT
SAN FRANCISCO, CALIF.

J. E. McGOVERN CO.
GENERAL AGENTS
544 PEYTON BUILDING
SPOKANE, WASH.

RECEIVED
STATE HIGHW.

Sept. 18th, 1928.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RE: GLOBE INDEMNITY COMPANY BOND 503412, JAMES CRICK CONTRACTOR.
CLAIM OF TONY BIGGI COMPANY.

Dear Mr. Klein:

We have yours of the 13th in re claim of Tony Biggi against James Crick. Unfortunately, Mr. Crick did not secure a release of this claim when the claim was paid but has a canceled check, dated December 3rd, 1927, which was cashed by Tony Biggi Company on December 30th, 1927, $229.81, and the face of the check contains the following statement; "balance in full, Roosevelt Coast Highway, 1925-1926." Which I believe, would be construed in Court, as a full satisfaction of this claim. Am forwarding this check to you for your inspection.

In view of the fact that this job had been completed, accepted, and the work entirely paid for, before the claim was paid, and the further fact that the enclosed check gives conclusive evidence of the payment of the claim in full, therefore, would it not be in order for your office to retire this claim and clear the record?

Mr. Crick is now living in Spokane and has an office here, and it is rather inconvenient to try and find Tony Biggi Company.

Kindly return the enclosed check with comments and suggestions, if you please.

Yours very truly,

J. E. McGovern Company,

by J. E. McGovern

ANSWERED
H. B. G.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

PR 110 C

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No..... Ore. 110-C

Sept. 17, 1928.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Approved plans for Typical Surfacing Section for Oregon F. A. project No. 110-C are being forwarded, herewith, for your files.

Yours very truly,

W. H. LYNCH
District Engineer
By T. M. Davis
T. M. Davis
Highway Engineer

RECEIVED
SEP 18 1928
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY DEPARTMENT

TYPICAL SURFACING SECTION

— FOR —

LETZ BAY - OTTER ROCK SECTION

PACIFIC COAST HIGHWAY, LINCOLN COUNTY

FED. 1937

1.10 C

Section A

Section B

APPROVED: R. H. J. Wilson

ACTING CHIEF, BUREAU OF PUBLIC ROADS

September 18,1928

J. E. McGovern Co.,
845 Peyton Bldg.,
Spokane, Wash.

Gentlemen:

Attention: Mr. J. E. McGovern

Replying to yours of the 11th inst. concerning the claim of Tony Nigri against James Crick in connection with his contract for the grading of the Rocky Creek-Libby Ray Section of the Roosevelt Coast Highway in Lincoln County, wish to say that we have no record to the effect that this claim has ever been paid. The claim is in the sum of some $800 and was filed in this office July 6th, 1927 by Mr. Nigri. It was filed in this office through the Secretary of State's office July 12, 1927.

Our records show that the project was complete and accepted by the Highway Commission on September 14, 1927. The statutes of limitation, therefore, do not apply in this instant.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. R. Cleiayer
Chief Clerk

RRC:JS

#837

J. E. McGOVERN

M. B. McGOVERN

J. E. McGOVERN CO.

COMPLETE INSURANCE SERVICE

TELEPHONE MAIN 4081
543-544 PEYTON BLDG.

SPOKANE, WASHINGTON

September 11th, 1928.

Mr. Roy A. Klein,
State Engineer,
Salem, Oregon.

RE: JAMES CRICK CONTRACT, GRADING OF ROCKY CREEK SILETZ BAY SECTION, ROOSEVELT COAST HIGHWAY.

Dear Mr. Klein;

The above contract was completed by Mr. Crick in the fall of 1926 and settlement made. A claimwas filed by Tony Riggi against Mr. Crick's bond. It is our belief the claim was filed too late to be entitled to recognition by your department.

The agreed upon amount of the claim was paid by Mr. Crick through Mr. B. A. Green, Attorney, Corbett Building, Portland, Oregon, but it is our belief that a release of this lien has not been filed in your office. Please advise if this is true.

This office has taken this matter up at the instance of Mr. Crick who is very anxious to keep his record clear, for even though the claim has been paid and the lien was not recognized as a legal obligation, it remains on file, as we understand the situation.

Thanking you for your attention to this matter and with kind regards and best wishes, we are,

Yours very truly,

J. E. McGovern Company,

by J. E. McGovern.

Contract was completed on Sept, 14th, 1926 -

Tony Biggi claim was first filed with us on July 6th, 1927 amt. $800.00 for labor
Was filed thru the Secretary of State on ~~the~~ July 18th, 1927.

ANSWERED !
H. B. G.

Form 30—27500—(M)—3-26.

P1911 C

NOTED

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Aug 25, 1928

Job Name Siletz Bay - Otter Rock

Week from Aug 18 to Aug 25

Mail Address Newport Ore

Highway Coast

Telegraph or Telephone Address —

County Lincoln Job Prefix 21PF.

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Crusher Completes Contract Wednesday noon —

Dismantling of plant started Thursday —

Trial

RECEIVED
AUG 27 1928
DIVISION ENGINEER
SALEM, OREGON

(See back of this sheet for instructions and detailed information.)

Signed Thomas G. Lee

Title Chief Clerk

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 12.74

Miles completed 12.74

Miles partially done .....

Average daily yardage placed this week 150

Average daily yardage necessary to complete on time .....

Contractor's average force for week 20 men,

..... teams, 3 trucks

Percentage of total required yardage now in place 100%

Surfacing will be completed about Completed

Number men in Engineering Party 1

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 21PF *Percentage* 100

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

PR110c

August 4, 1932

Wilbur, Beckett, Howell & Oppenheimer,
Attorneys at Law,
Board of Trade Building,
Portland, Oregon.

Attention: H. W. Wilbur

Gentlemen:

We acknowledge receipt of your letter of the 3rd instant enclosing receipt from M. H. Abbey, being for his claim against Kuckenberg-Wittman on account of the Depoe Bay Bridge job. In this connection will say that we have already received a copy from Mr. Abbey covering the same thing.

Regarding the retained percentage due Kuckenberg-Wittman on this job, wish to say that the warrant in favor of Kuckenberg-Wittman Company was sent to Mr. Morrison some time ago but was returned to us by him for the reason that he could not secure the endorsement by Kuckenberg-Wittman Company.

Mr. Devers advises that a resolution has been prepared declaring this company in default and authorizing payment to the Independence Indemnity Company for all moneys due on this job. As soon as the Highway Commission has approved the form of resolution the matter will be taken up with Mr. Kozer, Secretary of State, to determine his willingness to change the warrant so as to read "Independence Indemnity Company" instead of "Kuckenberg-Wittman Company." We will advise you further concerning this matter as soon as it has been presented to Mr. Kozer.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

R. W. WILBUR
H. B BECKETT
F. C. HOWELL
E. K OPPENHEIMER
RON[illegible] L REILLY

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

August 3, 1928.

State Highway Commission,

Salem, Oregon.

Gentlemen:

In re Depoe Bay Bridge Matter,
Kuckenberg-Wittman.

Relative to the claim you gave us notice about of M.H.Abbey against Kuckenberg-Wittman for $75.40, we have paid this claim for the Independence Indemnity Company and took receipts and are sending you a duplicate receipt so that you may know that this bill is paid.

There is a retained percentage here which by virtue of assignment you were to send to Mr.Morrison for us. We trust that you will take this matter up with Mr.Dever and see that this check for retained percentages is forwarded together with the original application for the bond which you were to have photographed and the original delivered back to us.

Very truly yours,

WILBUR,BECKETT,HOWELL & OPPENHEIMER,

By Rwwilbur

RWW/M
enc.

ANSWERED
H. B. G.

Newport, Oregon, July ,1928.

RECEIVED from Independence Indemnity Company for Kuckenberg-Wittman, Seventy-five and 40/100 Dollars ($75.40) in full payment for all claims that I have against Kuckenberg-Wittman for and on account of the Depoe Bay Bridge Job, Contract 888, Roosevelt Coast Highway, and particularly for the hauling of cement as per bill submitted and claim filed with the Oregon State Highway Commission.

M. H. Abney

M. H. ABBEY

PHONE 7428
WOOD. COAL. CEMENT. LIME. BRICK. ETC.
ABBEY HOTEL BUILDING
NEWPORT. OREGON

F858
Lincoln
PR110C

Aug. 1 '28.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

This is to notify you that ~~xx~~ I have to day received from Wilbur, Beckett, Howell & Oppenheimer the sum of $75.40, payment in full for all claims I have against Kuckenberg-Wittman, to date.

Very truly,

M. H. Abbey.

#888

PR 110C

R. W. WILBUR
H. B BECKETT
F. C. HOWELL
E. K. OPPENHEIMER
RONALD L. REILLY

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

July 30,1928.

State Highway Commission,

Salem,Oregon.

Gentlemen:

In re Kuckenberg-Wittman,Depoe Bay Bridge
Roosevelt Coast Highway.

Received your letter of the 28th inst. saying that M.H.Abbey had filed a claim for $75.40.

For the Independence Indemnity Company,we having investigated the claim are today sending a draft to Mr.M.H.Abbey and are asking him to send us receipts therefor and to notify you that this bill has been paid.

Having taken care of all claims that are proper and in fact practically all claims against this job and in view of the assignment which was made to the Independence Indemnity Company trust that under the arrangement between your Mr.Dever and our Mr.Morrison you will send us the check or give to Mr.Morrison a check for the retained percentages.

Very truly yours,

WILBUR,BECKETT,HOWELL & OPPENHEIMER,

By

RWW/M
[illegible].

11 abst
file 11107

#888
Lincoln Co
PR 110C

July 29,1925

Hadenberg-Wilson Company,
800 Board of Trade Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of notice of claim of H. H. Abbey, Newport, Oregon, in the sum of $75.40 against you for furnishing of materials in connection with your contract for the construction of the bridge over Depoe Bay on the Newport-Coast Highway in Lincoln County. This claim has been filed in the office of the Secretary of State.

Very truly yours,

Ray A. Klein
State Highway Engineer

By

H. H. Gleiffner
Chief Clerk

JH
cmm

July 28,1928

Hon. Sam A. Lever,
Secretary of State,
Building.

Dear Sir:

Attention: Mr. H. J. Hess.

This is to acknowledge receipt of yours of the 21st inst. enclosing copies of notice of claim of Mr. M. M. Abbey, Newport, Oregon, in the sum of $75.40 against Kuckenberg-Hitchman Company, being for materials furnished in connection with their contract #666 for the construction of the bridge over Yaquina Bay on the Roosevelt Coast Highway in Lincoln County.

Please be advised that we are today forwarding copies of this notice to the contractor and surety on their bond.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

JB

July 28,1926

Independence Indemnity Company,
R. W. Wilbur, Attorney-in-fact,
Board of Trade Building,
Portland, Oregon.

Dear Sirs:

Enclosed herewith please find copy of notice of claim of M. L. Abbey, Newport, Oregon , in the sum of $75.40, being for materials furnished Knickenberg-Witham Company in connection with their contract for the construction of the bridge over DeFoe Bay on the Roosevelt Coast Highway in Lincoln County.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Knickenberg-Witham Company in this instance.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

JS

A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

Independence Lbr. Co.

July 21, 1928

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed in this office as of this date, a bill by M. H. Abbey, Newport, Oregon, in the sum of $75.40 against Kuckenberg-Whittman, Contractors, Portland, Oregon, in connection with the construction of Depot Bay Bridge in Lincoln County, Oregon.

We are enclosing a copy of this bill for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By N. J. Haas

RECEIVED
JUL 27 1928
OREGON
STATE HIGHWAY COMMISSION

L

STATEMENT

Newport, Oregon, July 1 1928

M Ruckenberg-Wittman,

Portland Ore.

In Account With

M. H. ABBEY

Cement Wood Coal

Phone 7425

Sept. 2 - 10 - '26.

To hauling 125 bbl. cement @ .80¢ per bbl.	$100.40
Credit by 2 - 33x5 tires	25.00
Balance	$ 75.40

Bridge #1138

Contract #888

DePoe Bay Bridge

Lincoln County, Oregon.

ENDORSED:
File No. 742
Filed July 21, 1928, SAM A. KOZER, Secretary of State

#888

-Lincoln
PR 110C

July 31,1930

Independence Indemnity Company,
L. W. Wilbur, Attorney-in-fact,
Board of Trade Building,
Portland, Oregon.

Dear Sirs:

Enclosed herewith you will please find copy of claim of H. L. Abbey which we have received in behalf of which claim is in the sum of $75.00 being against Independence Indemnity Company for furnishing materials in connection with contract for the construction of the bridge over DeVoe Bay on the Roosevelt Coast Highway in Lincoln County.

This information is given you as you appear as surety on the bond furnished by this company in this instance.

Very truly yours,

Ray A. Klein
State Highway Engineer

By

H. B. Olmsyer
Chief Clerk

HBO:JB

M. H. ABBEY July 21,1928

Ruhnberg-Wittman Co.,
226 Board of Trade Building,
Portland, Oregon.

Gentlemen:-

Attached hereto please find copy of claim of M. H. Abbey, Newport, in the sum of $75.40, being for furnishing you materials in connection with your contract for the construction of the bridge over Depoe Bay on the Roosevelt Coast Highway in Lincoln County.

Very truly yours,

Ray A. Klein
State Highway Engineer

By

H. B. Slaisyer
Chief Clerk

HBS:JS

STATEMENT

Newport, Oregon July 1 1928

M Knokenberg-Wittman,

Portland, Ore.

IN ACCOUNT WITH

M. H. ABBEY

CEMENT WOOD COAL

PHONE 7425

Sept. 1 - 10 '26		
To hauling 125 bbl cement @ .80¢ per bbl.	$ 100.40	
Credit by 2 - 33x5 tires	25.00	
	$ 75.40	

Bridge #1138
Contract #888
DePoe Bay Bridge
Lincoln County, Oregon

RECEIVED JUL 21 1928 STATE HIGHWAY COMMISSION

due me from

led copy with

any, Independent

Board of Trade Bldg.,

M. Abbey

ANSWERED
H. B. G.

M. H. ABBEY
PHONE 7428
WOOD, COAL, CEMENT, LIME, BRICK, ETC.
ABBEY HOTEL BUILDING
NEWPORT, OREGON

July 19th. '28.

STATE HIGHWAY COMMISSION
JUL 21 1928
SALEM, OREGON

State Highway Commission,

Salem, Oregon..

Gentlemen:

Enclosed please find copy of bill due me from Kuckenberg-Whitman, contractors. I have filed copy with the Secretary of State also the Bonding Company, Independent Indemnity Co., % Wilbur, Beckett & Howell, Board of Trade Bldg., Portland, Oer.

Very truly,

M. H. Abbey

ANSWERED
H. B. G.

July 21,1928

Mr. H. H. Abbey,
Newport, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of the 19th inst. enclosing in triplicate copies of your claim against Holmberg-Pittman Company , being for the furnishing of materials in connection with their contract for the construction of the Bake Bay bridge.

In accordance with our usual practice copies of this claim are being mailed to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JS

FORM 2-E-1 6-7548 1000 1-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT H. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

July 9,1928

IN REPLY PLEASE REFER TO FILE No.

NOTED
State Highway Engineer

NOTED
State Highway Engineer

Mr. R. A. Klein

O f f i c e

I am attaching hereto a resolution which I wish you would submit to the highway commission for approval.

The resolution is necessary in order to bring about a final settlement on the contract for the construction of the Depoe Bay bridge. The contractors defaulted and the surety company took up the matter, and, I understand, is paying the bills. The contractors refused to cooperate with the surety company and refused to sign the necessary assignment so that the warrant can be made payable to the surety company. Under the terms of our contract and under the laws of the state the surety is subrogated to the rights of the contractor and is entitled to the money.

If this procedure meets with the approval of the highway commission,will you kindly have the resolution adopted.

J. M. DEVERS

JMD:EH

RESOLUTION

WHEREAS, KUCKENBERG WITTMAN COMPANY, a copartnership, on the 25th day of May, 1926, entered into a contract with the State of Oregon, wherein and whereby the said contractors agreed, for the compensation therein stated, to construct a bridge over Depoe Bay at Station 214 of the Otter Rock-Silets Bay Section of the Roosevelt-Coast Highway in Lincoln County, which said contract is designated as Contract No. 888, and

WHEREAS, the said contractors defaulted in the performance of their contract and abandoned the work before the same was completed, and

WHEREAS, the Independence Indemnity Company, surety on the bond furnished by the said contractors in connection with their said contract, took over the said job, and caused the completion of the same pursuant to the terms of the contract, and has paid the claims for labor and material incurred in connection with said job, for which said claims the said surety company was liable, and said surety company has now demanded and requested that all moneys earned under said contract and retained by the state be paid to the said surety company instead of to the said contractors,

NOW, THEREFORE, it is hereby ordered and directed by the Oregon State Highway Commission that all moneys due or to become due under said contract No. 888 be, upon the certificate of the State Highway Engineer that the work provided for in said contract has been performed pursuant to the terms and conditions therein stated, paid to the Independence Indemnity Company, and it is further specifically ordered that state warrant No. 188340, dated February 15, 1928, be drawn in favor of Kuckenberg Wittman Company in the sum of NINE HUNDRED SEVENTEEN and 78/100 ($917.78) DOLLARS, which said warrant represents the final payment on said job, and paid to the said Independence Indemnity Company, and the Secretary of State is hereby respectfully requested to make said warrant payable to the said surety company.

FORM 2-A-1 6-3762 4000 2-39

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

#828

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

Lincoln

OREGON STATE HIGHWAY COMMISSION

SALEM

June 13, 1928.

PR 110C

IN REPLY PLEASE
REFER TO FILE NO.

Wilbur, Beckett, Howell & Oppenheimer, Attys.
Board of Trade Building
Portland, Oregon.

Gentlemen:

Please refer to Mr. Glaisyer's letter of May 24th concerning the final warrant on the DePoe Bay contract No. 888 with Kuckenberg-Wittman Company.

At the request of the department attorney, we are hereby forwarding the warrant in question, in the amount of $917.78, and I would respectfully request, that as soon as possible, you furnish this department with receipts from Cake & Cake and Liljequist, in connection with the W. S. Bailey claim and also a receipt from the E. E. Johnson Lumber Company, who had an attachment against this warrant. This will complete our files on the matter and I wish to thank you for giving the matter your prompt attention.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By Carl F. Smith
Auditor.

CFS CGL
cc E. E. Glaisyer, Chief Clerk
Office.
cc J. H. Devers, Ass't Attorney General
Office.

#888
Lincoln

PR 110C

June 5, 1928

Alco Adjusting Bureau,
801 First National Bank Bldg.,
Albany, Oregon.

Gentlemen:

Replying to yours of the 4th instant wish to say that the contract for the construction of the Depoe Bay Bridge on the Roosevelt Coast Highway north of Newport was awarded to Hoskamberg-Wittman Company of Portland. The job was completed on June 10, 1927 and was accepted by the State Highway Commission on the same date.

The work was not completed by the bondsmen but was completed by the original contractor, although Hoskamberg-Wittman Company were somewhat financially embarrassed and secured the Surety company to help settle some of the claims against the job.

We would suggest that you file notice of your claim with the Surety on this bond who in this instance is the Independence Indemnity Company, E. W. Wilbur, Attorney in Fact, c/o Wilbur, Becket, Howell & Oppenheimer, Board of Trade Building, Portland, Ore.

Very truly yours,

R. A. Klein,
State Highway Engineer

By

HBC:S

H. B. Glaisyer
Chief Clerk

Alco Adjusting Bureau
COLLECTION SPECIALISTS

801 First National Bank Building
Albany, Oregon

June 4,1928

State Highway Commission,
Salem, Ore.

Gentlmen: We are desirous of procuring some information regarding the Depot Bay Bridge between Taft and Newport. Will you kindly advise us who had the contract for this job, and when it was completed, and if it has yet been accepted by the Commission. We understand the ~~xxx~~ Bondsman of the original contractor had to take over the work, We have a bill against this job, and want to know with whom it should be taken up, if it is not allready too late.

Very truly yours,
Alco Adjusting Bureau

ANSWERED
H. B. G.

[illegible] to take his chance of recovery in a suit against the bond executed on the Kuckenberg-Wittman contract.

Under the circumstances I am sure that you will agree with me that Mr. Badley cannot legally require the State Highway Commission to withhold the retained percentage on this contract. His claim could not

no answer
[illegible]
see memorandum
Tuesday, 6/12/28 HBS

PR 110c

Barry & Morrison
Law Offices
1213 Bedell Building
Portland, Oregon.

Alexander G. Barry
William H. Morrison
Albert M. Hodler

May Twenty-fifth,
1928

State Highway Commission,
Salem, Oregon.

Attention H. B. Glaisyer:

Dear Sir:

Your letter of May 24 to Mr. Wilbur regarding the claim of W. M. Badley in the amount of $92.00 against the Kuckenberg-Wittman Company, has been referred to my attention.

I took this matter up with Mr. Cake today and he advised that Mr. Badley's claim was for certain planks taken from his property and placed in a mud-hole on the highway. He advised that he does not know who the contractor was. Mr. Cake, however, is not willing to withdraw his request of the highway Commission to hold the retained percentage on this contract, nor is he willing to take his chance of recovery in a suit against the bond executed on the Kuckenberg-Wittman contract.

Under the circumstances I am sure that you will agree with me that Mr. Badley cannot legally require the State Highway Commission to withhold the retained percentage on this contract. His claim could not

in any sense constitute labor and his attorney does not appear to know the name of the party or parties who appropiated the property.

Please advise of your views on the premises.

Yours very truly,

BARRY & MORRISON,

By, W. H Morrison
mcg.

WHM:G

PR 110 c

CAKE & CAKE AND L. A. LILJEQVIST
ATTORNEYS AND COUNSELLORS
YEON BUILDING
PORTLAND, OREGON

H. M. CAKE
W. M. CAKE
RALPH H. CAKE
L. A. LILJEQVIST

May 21, 1928.

H. B. Glaisyer
State Highway Commission
Salem, Oregon.

Dear Sir:

We are in receipt of your letter of the 18th.

The writer was in Salem Friday afternoon late, but did not find anyone in the office. It is rather surprising to us that contractors either by themselves or through their subcontractors can take the personal property belonging to individuals and use the same on the road and then get out of paying, because there was several contractors.

This matter has been before the commission for a long time and I think it is one of those cases that demand that settlement be made. Two bridges were being built on the Roosevelt Highway and in order to get the material in to the contractor someone destroyed the buildings on Mr. Badley's property and used the material therein to keep the road open. Mr. Badley without charge and very willingly consented to the contractor's using his property for their camp, but it is supposed that the buildings would be left in the same state that they were in before. The idea of making an individual who has been so fair in this matter go to court and hunt around for the particular persons who stole this property is abhorrent,

NOTED
GLAISYER

when the commission through its engineer knows that this planking was used on the road for the purpose of hauling material .

We certainly wish that this matter could be closed and Mr. Badley paid his money. It does not sit well with the private individuals to have the contractors keep passing the buck around and we feel that the Commission is in a position where they can stop it.

We beg to remain

Very sincerely yours,

RHC

May 16, 1928

Cake & Cake,
Attorneys & Counsellors,
Yeon Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of yours of the 15th instant stating that you will be in Salem Friday morning and would stop in to see us concerning the claim against Knokenburg-Wittman Company. This is to inform you that this office will be closed all day Friday on account of its being election day. This is for your information so that you can make your plans accordingly.

While the office is closed to the general public, there is a possibility that either Mr. Klein, Mr. Devers, or myself will be in the office for part of the day so that if you are in town it might be well to at least telephone the office to make sure as to whether or not anyone is here.

We note that in your letter you state that the contractors came in and acknowledged the claim and had agreed to settle it. We are in receipt of a letter from the Surety Company in today's mail in which it is stated that this claim is not a proper claim against Knokenberg-Wittman Company. We are wondering which of the two contractors it was that had agreed to make this settlement, Knokenberg-Wittman Company or H. H. Doering, both of whom had contracts for bridge construction in the same vicinity at the same time and both of whom, we understand, are concerned in some of the claims which have been filed in this office. Will you please advise in order that we may be fully informed?

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

HBC:S

H. B. Glaisyer
Chief Clerk

CAKE & CAKE AND L. A. LILJEQVIST
ATTORNEYS AND COUNSELLORS
YEON BUILDING
PORTLAND, OREGON

H. H. CAKE
W. M. CAKE
RALPH H. CAKE
L. A. LILJEQVIST

May 15, 1928.

H. B. Glaisyer

c/o State Highway Commission

Salem, Oregon.

My dear Sir:

We are just in receipt of your letter of the 14th in regard to the claim against Kuckenburg-Wittman Co.

This matter has never been settled although some time ago the contractors [illegible] came in and said that the matter would be taken up and settled.

The writer will be in Salem Friday morning and will see you at that time.

Very truly yours,

Cake & Cake.

RHC

ANSWERED
H. B. G.

May 14th,1928

Cake & Cake, Attys.
Ycon Building,
Portland,Oregon.

Gentlemen:

Sometime ago you presented a claim to this department against Rushemberg-Wittman Co. in connection with their contract for the construction of the bridge over Beebe Bay on the Roosevelt Coast Highway in Lincoln County.

We expect to make final payment in connection with this project and wish to inquire as to whether or not your claim has been satisfied. Will you please advise.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Gleisner
Chief Clerk

HBG:JS

PR 110C

R. W. WILBUR
H. B. BECKETT
F. C. HOWELL
E. R. OPPENHEIMER
RONALD L. REILLY

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

RECEIVED
MAY 16 1928
STATE OF OREGON
STATE HIGHWAY COMMISSION

May 15, 1928.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen: Attention Mr.Glaisyer

In re Kuckenberg-Wittman,Depoe Bridge

Relative to this matter and answering your letter of the 14th requesting us to tell you as to our plans in this matter and covering the claims you wrote to us about the other day, will say as follows:

1. T.E.Hines, $1.05. Mr.Kuckenberg states that this is not a proper bill.

2. H.H.Harris, $106.53. Mr.Kuckenberg states that this is not a proper bill.

3. James Crick. This has been reduced to judgment and the writer has paid the judgment and taken an assignment thereof which I am holding for the benefit of the Independence Indemnity Company.

4. Sunset Investment Company, $150.00. Mr. Kuckenberg states that this has been released and he has a letter in his files showing this.

5. Horning Transfer Company, $17.50. Mr.Kuckenberg states that this bill has nothing to do with his contract and he is not responsible therefor.

6. W.C.Smith, $327.20, for labor. This matter is in suit and Mr.Kuckenberg states that it is not a proper claim, and he is not repponsible therefor and this is being contested. We will say,however,that if this is a proper claim and judgment is finally entered the Independence Indemnity Company will have to take care of it under its bond.

7. Harry Thomas, $386.02, labor. Our explanation of this is the same as the above.

8. W.S.Badley, $92.00. Mr.Kuckenberg says that this is not a proper claim.

ANSWERED
H. B. G.

9. Albert Stocker, $62.00. Mr.Kuckenberg states that this is not a proper claim.

10. Newport Service Station, $6.53. Mr.Kuckenberg says that this is not a proper claim.

11. W.F.Thomas, $79.75. Mr.Kuckenberg says that this is not a proper claim.

12. Portland Cement Company, $3068.86. The writer, for the Independence Indemnity Company,has paid this claim and taken an assignment thereof which can be filed with you at any time.

13. Standard Oil Company, $149.59. Mr.Kuckenberg says that this is a proper claim and the same will be paid.

14. Johnson Lumber Company, $559.34. Judgment was entered in this case yesterday against all of the parties in the Circuit Court of Multnomah County and the writer paid this claim and has taken an assignment of the judgment which can be released at any time.

15. Newport Transfer Company, L.F.Turrell. This claim was compromised and settled for $300.00 on March 19,1928.

16. Thomas & Smith, $629.28. This case was tried in Toledo,Oregon, and a judgment was rendered and same has been assigned to the writer holding the same for the Independence Indemnity Company.

In view of the fact that most of these claims have been settled and taken care of it seems to me that the retained percentages should be paid in view of the fact thatyou have a bond for the purpose of protecting labor and material and therefore wish you would make out and send to us such proper claim voucher or other instrument as may be necessary to draw down this retained percentage which money will be used for the purpose of paying all proper claims against this job.

I assume that you might want to have this made out in the name of Kuckenberg & Wittman and wish you would therefore make out this voucher or whatever instrument is necessary, forwarding the same to us with such an assignment as you may requi

for the purpose of assigning the rights of Kuckenberg-Witman in and to this fund to the Independence Indemnity Company.

We are very anxious to close this matter at the earliest possible moment and would be very thankful if you could get this to us within a few days.

Very truly yours,

WILBUR,BECKETT,HOWELL & OPPENHEIMER,

By Rwwellberg

RWW/M

May 14th,1928

Wilbur, Beckett, Howell & Oppenheimer,
Attorneys at Law,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

Attention: Mr. R. V. Wilbur.

With further reference to the matter of the Rothenberg-Wittman contract for the construction of the Re Pec Hwy bridge:

A few days ago we sent to you a list of claims that had been filed in this office against that contract. We wish to inquire at this time which of the claims you propose to pay immediately without question and which claims you are contesting. Some of the claims we have knowledge of are for labor and are considered as preferred claims. In the event that final payment is made it is possible that the laborers will demand payment direct from the state in accordance with the statutes.

We would be pleased if you would advise us fully concerning this feature .

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JS

May 11th, 1928

Wilbur, Beckett, Howell & Oppenheimer, Attys.
Board of Trade Building,
Portland, Oregon.

Gentlemen:

Attention: Mr. R. W. Wilbur

This is to acknowledge receipt of your letter of the 10th inst. with further reference to payment of retained percentages on the Kuckenberg-Wittman Co. contract for the construction of the Depoe Bay bridge.

Before replying to your inquiry I wish to confer with Mr. Klein and Mr. Devers concerning the matter. Both Mr. Klein and Mr. Devers are out of the city at the present time and may not return to the office until Monday of next week. I will be pleased to take the matter up with them immediately upon their return and will write you further at that time.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glasgow
Chief Clerk

HBG:JB

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

May 10, 1928.

Highway Commission,

Salem, Oregon.

Dear Sir:

Attention Mr.Glaisyer

In re Kuckenberg-Wittman Contract
Construction Depot Bay Bridge.

On May 8th you wrote to me giving me a list of the claims that were filed against Kuckenberg-Wittman and this job. I am very anxious to straighten up this matter and to have the retained percentages paid. There are a number of the claims that have been mentioned among your list that have been paid and some of them will have to be contested and quite a number of them in our opinion are not valid or proper and the money that you are retaining on this job should be used for the paying of bills at this time. I am in conference with Mr.Kuckenberg now and we are desirous both to consent to a drawing down of the retained percentages that you have for the purpose of paying such accounts as Mr.Kuckenberg feels should be paid. Will you please let me know by return mail if it is consistent with your practice and the law and rules of your department to have this retained percentage withdrawn upon the consent of Mr.Kuckenberg and the bonding company, of course the bonding company being still responsible for any valid claims that may be found to be due by the courts or otherwise.

It seems improper for this money to be held up for any length of time particularly in view of the fact that there is a bonding company to protect the Highway Department and these people and is there any objection in any way to our drawing down the money by agreement,consent or waiver?

If the money may not be drawn down in this way will you please indicate to us in what method it is withdrawn under the rules of your Department.

Very truly yours,

WILBUR,BECKETT,HOWELL & OPPENHEIMER,

RWW/M

By Kuckenberg

ANSWERED H. B. W. ANSWERED B. G.

PR 110C

May 9th,1928

Wilbur, Ehinott, Howell & Oppenheimer,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

Attention: Mr. R. W. Wilbur.

In response to your request of the 7th inst. we are mailing to you herewith list of claims that have been filed in this office against the contract of Kuckenberg-Wittman Co. for construction of the DePoe Bay bridge. We have not been advised as to whether or not any of these have been paid. Neither do we know whether or not this list is a complete list of outstanding claims against the job, it simply being a list of those being filed in this office. The possibilities are that there are others that we know nothing about.

Regarding retained percentages will say that the only amount that is retained at this time is the sum of $917.78, representing final payment for this work. This warrent will be released to Kuckenberg-Wittman Co. as soon as we are advised that the attachment of the C. B. Johnson Lumber Co. has been released and that all claims against the job have been paid.

If there is any further information we can give you concerning this we will be glad to do so upon request.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JS
cc

CONTRACT No. 868-Enckenberg-Wittman Co.

C L A I M S

2-5-27 Claim T. E. Hines, Amt. $1.05 for plumbing supplies.
2-25-27 Claim H. H. Harris Mach. Wks., amt. $106.55 for supplies.
3-31-27 Claim Jas. Crick, amt. $645.06 for labor and material.
4-6-27 Claim Sunset Investment Co., amt. $150.00 for cutting trees.
6-22-27 Claim Horning Transfer Co., amt. $17.50 for hauling.
6-24-27 Claim W. C. Smith, amt. $327.20 for labor.
6-24-27 Claim Harry Thomas, amt. $386.02 for labor.
7-21-27 Claim W. S. Badley, amt. $92.00 for plank and timber
10-26-27 Claim Albert Stocker, amt. $62.00 for labor
12-22-27 Claim Newport Service Station, amt. $6.55 for material
1-21-28 Claim W. F. Thomas, amt. $79.75 for material and supplies.
2-17-28 Claim Portland Cement Assn. amt. $3,068.86 for material.
2-25-28 Claim Standard Oil Co., amt. $149.59 for material

10-6-27 " C. A. Johnson Lbr Co — 559.34 — for material

CONTRACT NO. 888 - Kuckenberg & Wittman -

C L A I M S

2- 3- 27 Claim T. E. Hines - amt. $1.05 for plumbing supplies.
2-25-27 Claim H. H. Harris Mach. Wks. amt. $106.55 for supplies.
3- 31-27 Claim Jas. Crick amt. $645.06 for labor and material.
4- 6- 27 Claim Sunset Investment Co. amt. $150.00 for cutting trees.
6- 22-27 Claim Horning Transfer Co amt. $17.50 for hauling - ~~Thru Sec. of State.~~
6- 24-27 Claim W. C. Smith amt. $327.20 for labor - ~~thru Sec. of State.~~
6- 24-27 Claim Harry Thomas amt. $386.02 for labor - ~~thru Sec. of State.~~
7- 21-27 Claim W. S. Badley amt. $92.00 for plank and timber.
10-6- 27 Claim C. D. Johnson Lbr. Co amt. $559.34 for material - ~~thru Sec. of State.~~
10-26-27 Claim Albert Stocker amt. $62.00 for labor - ~~thru Sec. of State.~~
12-22-27 Claim Newport Service Station amt. $6.53 for material - ~~thru Sec. of State.~~
1- 21-28 Claim W. F. Thomas amt. $79.75 for material and supplies - thru Sec. of State.
2- 17-28 Claim Portland Cement Assn. amt. $3,068.86 for material - thru Sec. of State.
2- 25-28 Claim Standard Oil Co amt. $149.59 for material - ~~thru Sec. of State.~~

Total amount earned - $52,321.16 - Completed on June 10th, 1928 -
Final payment in amount $917.78 is being held by Carl T. Smith.

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

May 7, 1928.

State Highway Commission,

Salem, Oregon.

Gentlemen:

In re C.D.Johnson v. Kuckenberg-Wittman,
DePoe Bridge Contract at Station 214
on the Otter Rock-Siletz Bay Section
of Roosevelt Highway.

I think all of the bills in connection with the above entitled highway job at Depoe Bridge on the Roosevelt Highway have been settled except the suit of C.D.Johnson Lumber Company against Kuckenberg-Wittman.

I also understand that there are some retained percentages with your office and it is our desire to take care of this case of Johnson Lumber Company versus Kuckenberg-Wittman and draw down the retained percentages and we are working in conjunction with Mr.Kuckenberg in this matter.

I wish you would give to me a statement of the amount of the retained percentages in your possession and also a list of any claims that there are filed against this job and let us know what would be necessary for the purpose of withdrawing these retained percentages. If there are any bills remaining unpaid we desire to pay them all and get releases or assignments so as to show to you that these bills have been paid and then to withdraw the retained percentages and we are anxious to do this immediately for the reason that the case of Johnson v. Kuckenberg-Wittman has been set for the 24th of this month and it is our desire to settle and dispose of the same prior to that time so an answer from you at a very early date will be very much appreciated so that we may know just exactly what we have to pay and to whom we have to pay it in order to get these retained percentages.

We,the undersigned,are the representatives of the Independence Indemnity Company who gave the bond upon this contract.

Hoping to hear from you at once,we remain,

Very truly yours,
WILBUR,BECKETT,HOWELL & OPPENHEIMER,
By

ANSWERED H. B. G.

ANSWERED B. G.

RWW/M

#888 — Lincoln Co

PR 110c

February 27th, 1928

Hon. Sam A. Kozer,
Secretary of State,
Salem.

Dear Sir:

Attention: M. J. Dean, Filing Division.

This is to acknowledge receipt of your letter of the 24th inst. enclosing copies of notice of claim of the Standard Oil Company of California in the sum of $167.50, being for materials, supplies and provisions furnished Timmerberg-Tibbetts Company in connection with their contract for the construction of DePoe Bay on the Roosevelt Coast Highway in Lincoln County.

Please be advised that we are today forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours,

Ray D. Klein,
State Highway Engineer

By

E. E. Gleisner,
Chief Clerk.

JB

February 27th,1925

Independence Indemnity Co.
E. W. Wilbur, Attorney-in-fact,
Board of Trade Bldg.
Portland, Oregon.

Dear Sirs

Enclosed herewith please find copy of notice of claim of the Standard Oil Company of California in the sum of $267.55, being for material, supplies and provisions furnished Rothenberg-Pihlman Company in connection with their contract for the construction of the bridge over Salmon Bay on the Roosevelt Coast Highway in Lincoln County.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. H. Chaleyer,
Chief Clerk.

HHC:JS

February 27th,1928

Eschenberg-Pittman Company,
226 Board of Trade Bldg.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of notice of claim of the Standard Oil Company of California in the sum of $147.89, being for material, supplies and provisions furnished you in connection with your contract for the construction of the bridge across Yaquina Bay on the Roosevelt Coast Highway in Lincoln County.

Your early attention to this matter will be much appreciated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Claiyer,
Chief Clerk.

JB

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

February 24, 1928.

FEB 25 1928
OREGON

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Dey, Hampson & Nelson, Attorneys-at-Law, 800 Pacific Building, Portland, Oregon, and filed as of the 21st instant, a notice of claim by the Standard Oil Company of California for materials, supplies and provisions furnished in the sum of $147.59, against the bond taken from the Kuckenbert-Wittman Company, principal, and the Independence Indemnity Company, surety, in connection with the construction of the bridge over DePoe Bay near Otter Rock on the Roosevelt Coast Highway in Lincoln County, Oregon, under contract No. 888.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

CF

NOTED
H. B. GLAISYER

COPY

1 FEB 25

TO THE SECRETARY OF STATE OF THE STATE OF OREGON,

And TO THE STATE HIGHWAY COMMISSION:

NOTICE is hereby given that the undersigned, Standard Oil Company of California, has a claim for materials, supplies and provisions in the sum of $147.59 against the bond taken from Kuskenberg-Kittson Company as principal, and the Independence Indemnity Company as surety, for the construction of the bridge over DePoe Bay near Otter Rock on the Roosevelt Coast Highway in Lincoln County, Oregon, Contract No. 288.

Dated at Portland, Oregon, February 20th, 1928.

STANDARD OIL COMPANY OF CALIFORNIA

By W. L. Muncy

ENDORSED:
File No. 725.
Filed: February 21, 1928, Sam A. Kozer, Secretary of State.

PR110c

February 27, 1928

E. A. Green,
Attorney and Counselor,
Corbett Building,
Portland, Oregon

Dear Sir:

Replying to your inquiry of the 25th instant, wish to say that the contract awarded by the State Highway Commission to Hoskenberg-Wittman Company for the construction of the bridge over Depoe Bay on the Roosevelt Coast Highway in Lincoln County was completed and accepted by the State Highway Commission on June 10, 1927.

Investigation of our records further discloses that Harry Thomas and W. C. Smith have filed claims both jointly and separately in this office and also in the office of the Secretary of State in accordance with Section 2991, being claims against this job.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

M. B. G.

B. A. GREEN
ATTORNEY AND COUNSELOR
SUITE 1003 CORBETT BUILDING
PORTLAND, OREGON
ATWATER 3345

February 25, 1928.

State Highway Commission
Salem, Oregon.

Dear Sirs:

Will you kindly advise me the date of the completion of the contract of Kuckenberg-Wittman Company with the State of Oregon for that particular work and contract which Kuckenberg-Wittman Company were carrying on, which contract was made and entered into on the 25th day of May, 1926 providing for the construction of a bridge over Depoe Bay, Station 214 of the Otter Rock-Siletz Bay Section, Roosevelt Coast Highway, Lincoln County, Oregon.

Also kindly advise me as to whether or not Harry Thomas and W. C. Smith filed with your Department or with the Secretary of State a notice in writing as provided for by Section 2991 of the Oregon Statutes claiming certain sums due them for wages.

Yours very truly,

Baagreen

BAG:NC

June 10, 1927

ANSWERED
H. B. G.

#888-Lincoln Co
PR 110C

February 26th, 1926

Independence Indemnity Company
R. W. Wilbur, Attorney-in-fact,
Board of Trade Building,
Portland, Oregon.

Dear Sirs

Enclosed herewith please find copy of notice of claim of the Pacific Portland Cement Company in the sum of $8,000.00, being for material furnished Ruhlenberg-Wilbur Company in connection with their contract for the construction of the Depoe Bay Bridge on the Roosevelt Coast Highway in Lincoln County.

This notice is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by Ruhlenberg-Wilbur Co. in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. E. Glaisyer
Chief Clerk.

JS

February 20th,1928

Rushmore-Wittman Co.
326 Board of Trade Bldg.
Portland, Oregon.

Dear Sirs:

Enclosed herewith please find notice of claim of the Pacific Portland Cement Company in the sum of $2,060.80, being for materials furnished you in connection with your contract for the construction of the bridge over Yaquina Bay on the Roosevelt Coast Highway in Lincoln County.

Your early attention to this matter will be appreciated.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Ginleyer,
Chief Clerk.

HBG:B

February 20th,1928

Hon. Sam A. Kozer,
Secretary of State,
Building.

Dear Sirs

This is to acknowledge receipt of your letter of the 14th inst. enclosing copies of notice of claim of the Pacific Portland Cement Company in the sum of $5,068.25 against Ekelemberg-Witham Company in connection with their contract for the construction of a bridge over Beles Bay on the Roosevelt Coast Highway in Lincoln County.

Please be advised that we are today forwarding copies to the contractors and surety on their bond.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. H. Glaleyer,
Chief Clerk.

H

C N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

February 14, 1928

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer,Chief Clerk)

This is to advise that we received from Messrs. Angell, Fisher & Sabin, Attys, Lewis Bldg., Portland, Oregon, and filed on the 30th ult., a notice of claim by the Pacific Portland Cement Company, for materials furnished in the sum of $3,068.86 against the bond taken from Kuckenberg-Wittman Company, principal, and the Independent Indemnity Company, surety, for the work of construction of a highway bridge, known as "Bridge over Depot Bay, near Otter Rock on the Roosevelt Coast Highway in Lincoln County, Oregon, under Contract No. 888.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

L

COPY

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Pacific Portland Cement Company, a corporation, has a claim for materials furnished, as shown by the itemized statement attached hereto and made a part hereof, in the sum of $3,066.86 against the bond taken from Kuckenberg-Wittman Company, principal, and The Independent Indemnity Company, a corporation, surety, for the work of the construction of a highway bridge known as "Bridge over Depot Bay near Otter Rock on the Roosevelt Coast Highway in Lincoln County, Oregon, under Contract No. 886, awarded on or about May 25, 1926, to said Kuckenberg-Wittman Company", which materials were supplied to the said Kuckenberg-Wittman Company for the prosecution of the said work provided for in said contract and which were used in the prosecution thereof.

IN WITNESS WHEREOF, PACIFIC PORTLAND CEMENT COMPANY, claimant above named, has caused this instrument to be signed, this 23rd day of January, 1928, by its President and attested by its Secretary, and its corporate seal hereunto attached, by resolution of its Board of Directors duly and legally adopted.

PACIFIC PORTLAND CEMENT COMPANY

By James A. Keller
Vice -president

(Corporate Seal)

Attest:

H. T. Battelle
Secretary

Kuckenberg Wittman Company,
Portland, Oregon.

Dr. to
PACIFIC PORTLAND CEMENT COMPANY

1926				
August	31	-	1 roll building paper	$ 2.75
Sept.	6	-	Cement	1122.00
"	6	-	Cement	935.00
"	6	-	Cement	1122.00
Sept.	8	-	Cement	495.55
"	10	-	Cement	43.01
Nov.	9	-	1 roll building paper	2.75
				$3723.06
1927				
July	13	-	Credit	654.20
			BALANCE	$3068.86

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Pacific Portland Cement Company, a corporation, has a claim for materials furnished, as shown by the itemized statement attached hereto and made a part hereof, in the sum of $3,068.86 against the bond taken from Kuckenberg-Wittman Company, principal, and The Independent Indemnity Company, a corporation, surety, for the work of the construction of a highway bridge known as "Bridge over Depot Bay near Otter Rock on the Roosevelt Coast Highway in Lincoln County, Oregon, under Contract No. 666, awarded on or about May 25, 1926, to said Kuckenberg-Wittmann Company", which materials were supplied to the said Kuckenberg-Wittmann Company for the prosecution of the said work provided for in said contract and which were used in the prosecution thereof.

IN WITNESS WHEREOF, PACIFIC PORTLAND CEMENT COMPANY, claimant above named, has caused this instrument to be signed, this 23rd day of January, 1928, by its President and attested by its Secretary, and its corporate seal hereunto attached, by resolution of its Board of Directors duly and legally adopted.

PACIFIC PORTLAND CEMENT COMPANY

By James A. Keller
Vice -president

(Corporate Seal)

Attest:

H. T. Battelle
Secretary

Kuckenberg Wittman Company,
Portland, Oregon.

Dr. to
PACIFIC PORTLAND CEMENT COMPANY

1926				
August	31	-	1 roll building paper	$ 2.75
Sept.	6	-	Cement	1122.00
"	6	-	Cement	935.00
"	6	-	Cement	1122.00
Sept.	8	-	Cement	495.55
"	10	-	Cement	43.01
Nov.	9	-	1 roll building paper	2.75
				$3723.06
1927				
July	13	-	Credit	654.20
			BALANCE	$3068.86

ENDORSED:
File No. 721.
Filed: January 30, 1928, Sam A. Kozer, Secretary of State.

FR 11°2

February 15th,1928

Wilbur, Beckett, Howell & Oppenheimer,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

Attention: Mr. H. W. Wilbur.

In compliance with your request of the 14th inst. we hand to you herewith certified copies of the claims of Harry Thomas and/or W. G. Smith and/or Thomas & Smith, a co-partnership, against Hemmelberg-Hibbard Company in connection with the construction of the bridge over Depoe Bay on the Roosevelt Coast Highway in Lincoln County, which claims are on file in this office.

You will note that the originals of some of these claims are on file in the office of the Secretary of State, having been filed there in conformance with Section 2981, Oregon Laws, and our copies are simply certified copies of the originals.

Our records show that certified copies prepared by the Secretary of State have been mailed to you heretofore and should now be in your files concerning this job.

Our records show that this project was completed and accepted by the State Highway Commission on June 10th,1927.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

#888

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

February 14, 1928.

RECEIVED
FEB 15 1928
OREGON
STATE H...

State Highway Commission,

Salem, Oregon.

Gentlemen:

In re: Contract, Kuckenberg-Wittman for construction of bridge over DePoe Bay in Lincoln County, Ore., known as the DePoe Bridge job and also from Station 214 of the Otter Rock-Siletz Bay Section of the Roosevelt Coast Highway in Lincoln County.

Relative to the above entitled job, will you please send me a certified copy of any claims that may have been filed with the Highway Commission by Harry Thomas and/or W. C. Smith and/or Thomas & Smith, a co-partnership, against this job on account of an alleged contract with Kuckenberg & Wittman Co., inclosing to me also your bill covering these claims.

Will you please also let me know when the above mentioned DePoe Bridge job was completed and accepted by the State.

I am writing this on account of the Independence Indemnity Co. which has paid some claims in favor of Thomas & Smith on account of this job but we are afraid that these people are trying to double-shoot and collect twice.

Your early attention to this matter willbe greatly appreciated.

Yours very truly,

WILBUR, BECKETT, HOWELL & OPPENHEIMER

By R. W. Wilbur

RWW:S

PR 110 C

February 11th,1928

Roy, Kempson & Nelson,
Attorneys at Law,
600 Pacific Bldg.
Portland, Oregon.

Gentlemen:

Replying to your inquiry of the 10th inst. concerning Rasmussen-Pittman's contract for the construction of Depoe Bay Bridge, contract No. 888, wish to say the official name of the project is the "Bridge over Depoe Bay near Otter Rock on the Roosevelt Coast Highway in Lincoln County." The surety on the bond furnished by the contractor is the Independence Indemnity Company, Brownell-Slocum Ins. Agents, Henry Building, Portland, Oregon. Mr. R. W. Wilbur of the firm Wilbur, Beckett, Howell & Oppenheimer, is attorney in fact for this company, his office is in the Board of Trade Building, Portland.

The official date of completion of the contract and acceptance thereof by the State Highway Commission is June 10th, 1927.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

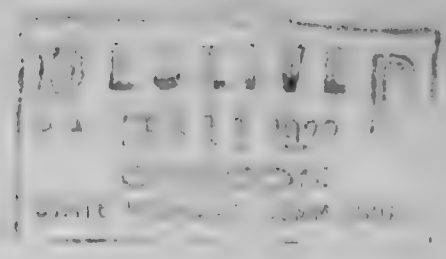
H. E. Cleiayer,
Chief Clerk.

HEC:JS

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

BEN C. DEY
ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL P. FARRENS
GEORGE L. BULAND
CLARENCE J. YOUNG
ANDREW KOERNER
HENRY F. CABELL
HERBERT L. SWETT

February 10,1928



State Highway Engineer,
Salem, Oregon.

Dear Sir:

We understand that the State Highway Commission entered into a contract some time ago with Kuckenberg-Wittman Company for the construction of a bridge at Depoe Bay. Our client, the Standard Oil Company of California, has a claim against the contractors in connection with this work and we have been unable to secure payment so we wish to file a claim under the bond.

Will you be so kind as to send us the correct name of the contractor description of the work to be done, the name of the surety and the date the work was completed?

Thanking you in advance, we are

Very truly yours,

Dey, Hampson Nelson

17/7

PR110C
21PDT

January 26th, 1928

Rothenberg-Wilson Co.
426 Board of Trade Bldg.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of order of U. P. Dunne in the sum of $79.75 being the material, labor and supplies furnished you in connection with your contract for the construction of the bridge over Depoe Bay on the Newport-Coast Highway in Lincoln County.

Your attention to this matter will be much appreciated.

Very truly yours.

Roy A. Klein
State Highway Engineer

By

E. E. Sleeper
Chief Clerk

JE

#888
Lincoln Co.

January 26th,1928

Independence Indemnity Company,
R. H. Wilbur, Attorney-in-fact,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of W. D. Thomas in the sum of $70.75, against Hetzenberg-Pittman Company, being for materials and supplies furnished them in connection with their contract for the construction of the bridge over Depoe Bay on the Roosevelt Coast Highway in Lincoln County.

This information is given you as you appear by surety on the bond furnished by Hetzenberg-Pittman Company in this instance.

Very truly yours,

Ray A. Hicks,
State Highway Engineer

By

H. B. Chaloyer
Chief Clerk.

JS

January 26th,1928

Hon. Sam A. Kozer,
Secretary of State,
Building.

Attention: H. J. Haas.

Dear Sir:

This is to acknowledge receipt of yours of the 10th inst. enclosing certified copies of notice of claim of W. F. Thomas in the sum of $78.78, against Rothenberg-Pitman Company, being for materials and supplies furnished in connection with their contract for the construction of the bridge over Platte Bay on the Roosevelt Coast Highway in Lincoln County.

Please be advised that we are today forwarding copies of this letter to the contractors and surety on their bond.

Very truly yours,

Roy A. Klebs,
State Highway Engineer

By

H. B. Glasgow,
Chief Clerk.

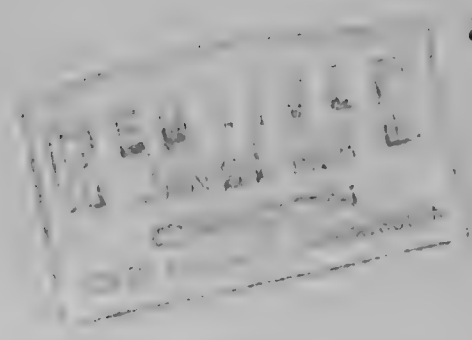
HBG:JS

...P STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

January 18, 1928.



State Highway Commission,

Salem, Oregon.

(Attention of Mr. H. B. Glaisyer, Chief Clerk)

Gentlemen:

This is to advise that we received from English & Krause, Attorneys at Law, Toledo, Oregon, and filed as of January 18, 1928, a notice of claim by W. F. Thomas for labor, materials and supplies rendered and furnished in the sum of $79.75 against the bond taken from Kuckenberg Wittman Company, principal, and the Independence Indemnity Company, surety, in connection with bridge work construction upon the Roosevelt Coast Highway in Lincoln County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies one of which may be forwarded, if desired to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION

By M. G. Haas

CF

NOTICE

TO THE STATE OF OREGON
SAM A. KOZER, Secretary of State
of the State of Oregon;
Oregon State Highway Commission
Kuekenberg-Wittman Co.
Independence Indemnity Company.

Notice is hereby given that the undersigned, W. F. Thomas, has a claim for labor, materials and supplies furnished Kuekenberg Wittman Company, incident to the construction of a bridge on the Roosevelt Coast Highway, in Lincoln County, Oregon, at Depot Bay, in the sum of Seventy-nine and 75/100 ($79.75) Dollars. A statement of said account being hereto attached, marked "Exhibit A" and by this reference made a part hereof. And against the Bond taken from Kuekenberg Wittman Company, as principals and surety or sureties upon such bond, which bond was underwritten by Independence Indemnity Company, for labor, materials and supplies hereinabove mentioned. Said labor, materials and supplies being incident to and part of the construction of a bridge at Depot Bay, on the Roosevelt Coast Highway, in Lincoln County, Oregon.

Dated at Newport, Oregon, this 9th day of January, 1928.

W. F. Thomas

STATE OF OREGON)
) ss.
County of Lincoln)

I, F. W. Thomas, being first duly sworn depose and say, that the foregoing claim and the attached statement are true as I verily believe.

W. F. Thomas

Subscribed and sworn to before me this 9th day of January, 1928.

Louis C. English
Notary Public for Oregon
(SEAL) My Commission expires December 4, 1931.

EXHIBIT "A"

1926		
Sept. 13	Turning Valve	$1.50
	Rep. Manifold	1.50
	Chair	1.25
	Rep. Mag. Coupling	.75
	1 Sprocket	6.00
	1 Hoe	.50
	Set Screws	.25
	Rep Clutch	3.50
	Brazing Band Saw	.50
	Welding Bracket	.75
Oct. 8	Boring Holes	.25
23	1 Bolt 8ft. All Thread	2.50
	Welding Cushings Mag	16.50
8	Boring Holes	.75
Nov. 17	Bolts	.50
	Brazing Band Saw	.75
	4 Large Bolts	1.60
	9½" Babbit	4.50
1927	Labor	1.25
Jan. 7	Wedling 3" shaft	6.00
24	Rep. Coupling	2.00
	Cap screws	.35

United States of America

W. F. THOMAS CLAIM — Exhibit "A"

-B-

May 20	Repair Machine	$4.00
	1 Chuck	2.50
	6 Ball Bearings	3.60
30	Repair Machine	2.00
	Filing Wheels	1.50
Mar. 5	Grinding Drills	1.50
26		2.00
April 4	Labor	1.50
	Ball Bearings	3.00
	Belts	.20
	Sharpen Drills	2.25
26	Sharpen 3 Drills	2.25
	TOTAL	$29.75

I, SAM [illegible] custodian of [illegible] claim by W. F. [illegible] to the [illegible] drawn at [illegible] Lumberg Mitual [illegible], principal [illegible] company, surety, with the original [illegible] in the office of the Secretary of State on January [illegible], and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

ENDORSED:
File No. 719
Filed January 18, 1923, Sam A. Kozer, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by W. F. Thomas for labor, materials and supplies furnished incident to the construction of a bridge on the Roosevelt Coast Highway in Lincoln County, Oregon, at Depot Bay, in the sum of $79.75 against the bond taken from Kuckenberg Wittman Company, principal, and the Independence Indemnity Company, surety, with the original notice of claim filed in the office of the Secretary of State on January 18, 1928, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18th day of January, A. D. 1928.

Sam A. Kozer

Secretary of State

By

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by W. F. Thomas for labor, materials and supplies furnished incident to the construction of a bridge on the Roosevelt Coast Highway in Lincoln County, Oregon, at Depot Bay, in the sum of $79.75 against the bond taken from Kuckenberg Wittman Company, principal, and the Independence Indemnity Company, surety, with the original notice of claim filed in the office of the Secretary of State on January 18, 1928, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18th day of January, A. D. 1928.

Sam A. Kozer

Secretary of State

By _____

Deputy

#088-L17 bx colin
PR #110C
CO

January 19th, 1928.

English & Krause,
Attorneys at Law,
Newport, Oregon.

Gentlemen:

This is to acknowledge receipt of your letter of the 16th inst. enclosing affidavit of claim of V. F. Thomas, Newport, Oregon, against Hoidenberg-Pittman Co., contractors for the construction of the bridge over Beaver Bay on the Roosevelt Coast Highway in Lincoln County, said claim being in the sum of $79.75, for labor, materials and supplies furnished in connection with the construction of this bridge.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. H. Glaisyer,
Chief Clerk.

HHG:M

January 19th, 1928.

Independence Indemnity Co.
Wilbur, Beckett, Howell & Oppenheimer,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

This is to advise you that we have received affidavit of claim from W. F. Thumm, Newport, Oregon, in the sum of $78.75, being for labor, materials and supplies furnished by on the Ruhnenberg-Wittmen Company in connection with their contract for the construction of the bridge over Depoe Bay on the Depoe Bay, in Roosevelt Coast Highway in Lincoln County.

This information is given you as you appear as surety on the bond furnished by Ruhnenberg-Wittmen Company in this instance. A statement of said this reference

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

K. E. Glaisyer,
Chief Clerk.

KEG:JH
cc. Ruhnenberg-Wittmen Co.
Board of Trade Bldg.
Portland, Ore.

OFFICES AT
TOLEDO AND NEWPORT

ENGLISH & KRAUSE
ATTORNEYS AT LAW
TOLEDO, OREGON

January 14, 1928

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Please find inclosed herewith notice of claim of W. F. Thomas, Newport, Oregon, against Kuckenberg-Wittman Co., contractors on Depot Bay Bridge, on Roosevelt Highway, for $79.75.

Very truly yours,

ENGLISH & KRAUSE

LGE:MM

BY L G English

gned, W. F. Thomas,
furnished Kuckenberg
of a bridge on the
egon, at Depot Bay, in
ars. A statement of said
A" and by this reference
n from Kuckenberg Wittman
upon such bond, which bond
pany, for labor, materials
or, materials and supplies
of a bridge at Depot
n County, Oregon.
y of January, 1928.

W F Thomas

STATE OF OREGON)
) SS
County of Lincoln)

I, F. W. Thomas, being first duly sworn depose and say, that the foregoing claim and the attached statement are true as I verily believe.

W F Thomas

NOTICE

TO THE STATE OF OREGON

SAM A. KOZER, Secretary of State

of the State of Oregon;

Oregon State Highway Commission
Kuckenberg-Wittman Co.
Independence Indemnity Company.

Notice is hereby given that the undersigned, W. F. Thomas, has a claim for labor, materials and supplies furnished Kuckenberg Wittman Company, incident to the construction of a bridge on the Roosevelt Coast Highway, in Lincoln County, Oregon, at Depot Bay, in the sum of Seventy-nine and 75/100 ($79.75) dollars. A statement of said account being hereto attached, marked "Exhibit A" and by this reference made a part hereof. And against the Bond taken from Kuckenberg Wittman Company, as principals and surety or surities upon such bond, which bond was underwritten by Independence Indemnity Company, for labor, materials and supplies hereinabove mentioned. Said labor, materials and supplies being incident to and part of the construction of a bridge at Depot Bay, on the Roosevelt Coast Highway, in Lincoln County, Oregon.

Dated at Newport, Oregon, this 9th day of January, 1928.

W F Thomas

STATE OF OREGON)
) SS
County of Lincoln)

I, F. W. Thomas, being first duly sworn depose and say, that the foregoing claim and the attached statement are true as I verily believe.

W F Thomas

NOTICE

TO THE STATE OF OREGON

SAM A. KOZER, Secretary of State

of the State of Oregon;

Oregon State Highway Commission
Kuckenberg-Wittman Co.
Independence Indemnity Company.

Notice is hereby given that the undersigned, W. F. Thomas, has a claim for labor, materials and supplies furnished Kuckenberg Wittman Company, incident to the construction of a bridge on the Roosevelt Coast Highway, in Lincoln County, Oregon, at Depot Bay, in the sum of Seventy-nine and 75/100 ($79.75) dollars. A statement of said account being hereto attached, marked "Exhibit A" and by this reference made a part hereof. And against the Bond taken from Kuckenberg Wittman Company, as principals and surety or surities upon such bond, which bond was underwritten by Independence Indemnity Company, for labor, materials and supplies hereinabove mentioned. Said labor, materials and supplies being incident to and part of the construction of a bridge at Depot Bay, on the Roosevelt Coast Highway, in Lincoln County, Oregon.

Dated at Newport, Oregon, this 9th day of January, 1928.

W F Thomas

STATE OF OREGON)
) SS
County of Lincoln)

I, F. W. Thomas, being first duly sworn depose and say, that the foregoing claim and the attached statement are true as I verily believe.

W F Thomas

Subscribed and sworn to before me this 9th day of January, 1928.

Louis L English
Notary Public for Oregon

My Commission expires December 4, 1931.

EXHIBIT "A"

1926		
Sept. 13.	Turning Valve	$1.50
	Rep. Manifold	1.50
	Chair	1.25
	Rep. Mag. Couplin	.75
	1 Spralket	6.00
	1 Kee	.50
	Set Screws	.25
	Kep Clutch	3.50
	Brazing Band Saw	.50
	Welding Bracket	.75
Oct. 8	Boring Holes	.35
23	1 Bolt 2ft. All Thread	2.50
	Welding Coshings Eng	16.50
8	Boring Holes	.75
Nov. 17	Bolts	.50
	Brazing Band Saw	.75
	4 Large Bolts	1.60
	9½" Babbit	4.50
1927	Labor	1.25
Jan. 7	Wedling 3" shaft	6.00
24	Rep. Cooplin	2.00
	Cap screws	.35
May 20	Repair Machine	4.00
	1 Chuck	2.50
	2 Ball Bearings	3.50
30	Repair Machine	2.00
	Filing Wheel	1.50
Mar. 3	Grinding Drills	1.50
26	" "	2.00
April 4	Labor	1.50
	Ball Bearing	3.00
	Bolts	.20
	Sharpen Drills	2.25
26	Sharpen 3 Drills	2.25
	TOTAL	$79.75

FORM S-A-1 S-6804 2000 9-27

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Jan. 18, 1928

IN REPLY PLEASE REFER TO FILE NO.

Sunset Investment Co.,
Room 55, Union Station,
Portland, Ore.

Gentlemen: Attention: Mr. Yeast

I am sorry that I was unable to reply to your letter of January 11th in time for you to have the information for use at your stockholders' meeting held January 14th.

I likewise regret that we have delayed so long our decision in this matter, but we have been using every means and every effort to determine whether or not the rock is present in sufficient quantities and of such quality to warrant our taking the premises condemned. We have reached the conclusion that unless the circumstances were more than favorable we should refrain from appropriating the property because of the incidental damage that will result to your other holdings.

The results of the use of the core drill and the results of tests made in our laboratory of the samples of rock procured with the use of the drill still leave some question with respect to the quality of the rock and its suitability for road purposes.

Because of this lack of certainty the department has decided to abandon appropriation of the property sought to be condemned.

If it were not for the fact that our proposed use of the property is so objectionable to you people, we would not hesitate to go ahead and take a chance on being able to develop a satisfactory quarry, but as I have already stated, since some doubt is yet present, we have felt that it is unwise to open up the quarry, knowing that if it failed to develop, as facts indicate, our need would not be satisfied and your plans would be disturbed and your other property damaged. Hence, because of these facts, I am instructed to say to you that we will not pursue the condemnation proceedings further.

Very truly yours,

J.M.DEVERS

JML:FH

cc to J.S.Sawyer
cc to Mr. Klein

R. W. WILBUR
H. B. BECKETT
F. C. HOWELL
E. OPPENHEIMER
RONALD L. REILLY

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

#884
Lincoln Co.
PR 110 C

January 3, 1928.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

In re Retained Percentages, Kuckenberg-Wittman Company covering Depoe Bridge in Lincoln County.

I have received a letter from you in which you state that you will endeavor to hold the retained percentages.

In addition to the interest so far as unpaid bills are concerned will say that Thomas & Smith procured a judgment against Kuckenberg & Wittman and Independence Indemnity Company for $629.28 and $82.45 costs plus interest and the writer has purchased this claim from Thomas & Smith so that the writer now owns the judgment and I am enclosing to you herewith a copy of the assignment. Will you please file this with your records and as a lien against the retained percentages.

Very truly yours,

WILBUR, BECKETT, HOWELL & OPPENHEIMER

By R W Wilbur

RWW/M
enc.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LINCOLN

STATE OF OREGON, Ex Rel. HARRY THOMAS and W.C.SMITH, partners, doing business as THOMAS & SMITH, Plaintiffs,	
vs.	ASSIGNMENT OF JUDGMENT.
HENRY KUCKENBERG, and ANDREW WITTMAN, Partners, doing business as KUCKENBERG-WITTMAN COMPANY, and INDEPENDENCE INDEMNITY COMPANY, a corporation, Defendants.	

IT APPEARING that judgment was entered in the above entitled suit in the above entitled court on the 17th day of September, 1927, said judgment being against all of the defendants herein in the sum of $629.28 and costs amounting to $82.45,

NOW, THEREFORE, the above named W.C.Smith and Harry Thomas, partners doing business as Thomas & Smith, do hereby sell, assign, transfer and set over to R.W.Wilbur the said judgment, hereby giving to the said assignee the right to collect and receive the amount of said judgment and do whatever may be necessary for the purpose of enforcing said judgment against the said defendants or any of them.

HARRY THOMAS

W. C. SMITH

Subscribed and sworn to before
me this 31st day of December, 1927.

LOUIS G.ENGLISH
Notary Public for Oregon,
My Commission expires Dec.4, 1931.

(SEAL)

Assignment of Judgment

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
PORTLAND, OREGON

PR110C

December 28, 1927

Wilbur, Beckett, Howell & Oppenheimer,
Attorneys at Law,
Board of Trade Building,
Portland, Oregon

Attention: H. W. Wilbur

Gentlemen:

In reply to your inquiry of the 27th instant concerning retained percentage now in our hands on account of Kuckenberg & Witmer Company in connection with the construction of the Depot Bay Bridge on the highway in Lincoln County, wish to say that we have a small retained percentage, although we are not in a position at this time to state the amount of it, this on account of the fact that there seems to be some dissatisfaction on the part of Kuckenberg & Witmer as to the quantities allowed for concrete on this work.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

HBC:S

E. R. Glaisyer
Chief Clerk

Jim:-

What is the status of Kuckenberg-Christen contract for construction of bleacher boys Bridge?

#888

#888- Lincoln County.

Last payment was semi-final in amt- $3,260.92- Retained is $1,400.00. (X)
Was completed June 10th 1927

Judge O'Neal says there is a dispute re quantities of Concrete and that part of retained percentage will probably be taken away from Contractor. Final est is not being prepared until Contractor call and adjust disputes..

...ENHEIMER
...ALD L. REILLY

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

December 27,1927.

State Highway Commission,

Salem, Oregon.

Gentlemen:

Relative to the contract that Kuckenberg & Wittman had for the construction of the Depoe Bridge on the Roosevelt Highway,there are some claims that are due on account of this job and we would like to know if there are any retained percentages in your hands on account of this job. It is probable that the surety company is going to have to pay quite a little money in taking care of claims and if we do this we should be subrogated to the money in the hands of the Highway Department. Will you please give us this information immediately.

Very truly yours,

WILBUR,BECKETT,HOWELL & OPPENHEIMER

By Rowell

RWW/M

RECEIVED
DEC 28 1927
STATE HIGHWAY COMM.

#888-Lincoln Co
PR 110 C

December 22nd, 1927.

Ensenberg-Pittman Company,
226 Board of Trade Bldg.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of notice of claim filed by the Newport Service Station, being in the sum of $6.55 for supplies furnished you in connection with your contract for the construction of the bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

Your attention to this matter will be appreciated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

K. D. Sleinger,
Chief Clerk.

JH

December 23rd, 1927.

Independence Indemnity Company,
R. W. Wilbur, Attorney-in-fact,
c/o Wilbur, Beckett, Howell & Oppenheimer,
Board of Trade Bldg.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of notice of claim filed by the Newport Service Station against Knowsberg-Pittman Company in the sum of $6.53, being for supplies furnished this company in connection with their contract for the construction of a bridge over Rocky Creek on the Roosevelt Coast Highway in Lincoln County.

This information is forwarded you at the request of the Secretary of State as you appear as surety on the bond furnished by Knowsberg-Pittman Company in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glatzyer,
Chief Clerk.

JB

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

December 22nd, 1927.

Hon. Sam A. Kozer,
Secretary of State,
Building.

(Attention of Mr. E. B. Glatzmyer, Chief Clerk)

Dear Sir:

Attention: L.J. Hess, Filing Division.

This is to acknowledge receipt of your letter of December 15,1927, enclosing copies of notice of claim of the Newport Service Station, Newport, Oregon, against Encumberg & Wittman Company, in the sum of $6.53, being for supplies furnished this company in connection with their contract for the construction of the bridge over Rocky Creek on the Roosevelt Coast Highway.

Copies of this notice are today being sent to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Glatzmyer,
Chief Clerk.

JB

C. N. LAUGHRIGE
DEPUTY SECRETARY

#888

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

RECEIVED
DEC 22 1927
OREGON
STATE HIGHWAY COMMISSION

Dec. 15, 1927

State Highway Commission,

Salem, Oregon

Gentlemen:- (Attention of Mr. H. B. Glaisyer, Chief Clerk)

You are respectfully advised that we have received and filed as of this date a letter and statement by the Newport Service Station, Newport, Oregon covering supplies in the sum of $6.53 furnished to Kuckenberg & Wittman Company, contractors for the construction of the Rocky Creek Bridge on the Roosevelt Highway.

We are enclosing a copy of the letter and statement for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Very truly yours,

FILING DIVISION,

H. By N. J. Haas

NEWPORT SERVICE STATION

KELLY & GILKEY, Props.

Tires FIRESTONE Tubes

NEWPORT, OREGON

Newport, Oregon.

Dec. 17th 1927

Sec of State Sam A. Kozer

Salem

Oregon

Dear Sir

We have a small bill against Kuckenberg & Wittman Company Bridge Contractors that built the Rocky Creek Bridge on the Rosevelt Highway for the sum of $6.53 Six dollars - fifty three cents) which we wish to file against Kuckenberg & Wittman and the Bonding Co.

Yours truly,

NEWPORT SERVICE STATION

E. H. KELLY

NEWPORT SERVICE STATION
Newport, Oregon

Kuckenberg & Wittman Company

Date.		Debits
March 27	11 gal gas	$2.53
" "	1 30 x 52 S tube	4.00
		$6.53

ENDORSED:
File No. 712.
Filed December 15, 1927, SAM A. KOZER, Secretary of State.

December 17th,1937.

Greenwood & Dunn,
500 E. Front St.,
Portland, Oregon.

Gentlemen:

Your request for extension of time on contract No. 987, surfacing Siletz Bay-Otter Rock Section, Roosevelt Coast Highway, was considered at the November meeting of the Highway Commission and the following action was taken:

"Greenwood & Dunn, contract No. 987, surfacing Siletz Bay-Otter Rock Section, Roosevelt Highway, Lincoln County, requested an extension to August 31, 1938. The Engineer reported that these contractors had placed sufficient surfacing upon this project during the present season to open the road for traffic, when it became necessary to close the operation down because of damage done to the road in hauling other fall rains. The Engineer recommended that the extension requested be granted without penalty. Recommendation approved by the Commission."

Very truly yours,

JE State Highway Engineer.

#888
Linsmar
PR110C

December 12, 1927

R. W. Wilbur,
Attorney in Fact,
Independence Indemnity Co.,
Board of Trade Bldg.,
Portland, Ore.

Dear Sirs

This letter is to inform you as Surety on the bond furnished by Ruckenberg-Wittman Company in connection with their contract for the construction of a bridge over Depot Bay on the Roosevelt Highway in Lincoln County, that we have today received notice of the claim of the Newport Service Station against this contractor, being in the sum of $6.50. They stated that they had not been able to secure settlement from the contractor.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

HBC:S

H. B. Claiayer
Chief Clerk

December 12, 1927

Tuckenberg-Whitmk Company,
826 Board of Trade Bldg.,
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received from the Newport Service Station notice of their claim against you in the sum of $6.80 for materials furnished you in connection with your contract for the construction of a bridge over Depot Bay.

Please give this matter your attention.

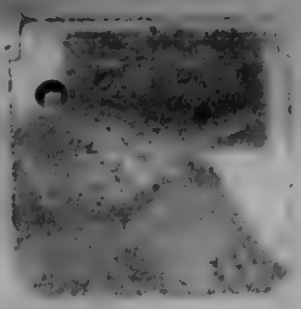
Very truly yours,

Roy A. Klein,
State Highway Engineer

By

RBG:s R. B. Glaisyer
Chief Clerk

#886
Lincoln Co
PR 1100



December 12, 1927

Newport Service Station,
Newport, Oregon

Attention: Mr. E. H. Kelley

Dear Sir:

We have your letter of the 9th instant advising us of your claim in the sum of $6.90 against Knickenberg-Wittman Company.

Inasmuch as you have been unsuccessful in obtaining settlement for this amount from the contractors, we suggest that you take the matter up with the Surety on his bond, who, in this instance, is the Independence Indemnity Company, E. W. Wilbur, Attorney in Fact, care of Wilbur, Beckett, Howell & Oppenheimer, Board of Trade Building, Portland. The bond furnished by the contractor is the protection offered for claims incurred.

If you are unable to secure satisfaction from the bonding company, then you still have recourse to action in the courts and I would suggest that you file notice of your claim with the Secretary of State in accordance with Section 2931 of the Oregon Laws.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

HBC:S

H. B. Claiayer
Chief Clerk

Newport Service Station

KELLY & GILKEY, Props.

TIRES **Firestone** TUBES

NEWPORT, OREGON

Newport Oregon
Dec 9th 1927

Oregon State Bridge Dept

Salem
Ore

Dear Sir

Am writing you in regards to Ruckenburg & Whitman that built some bridges on the Roswell Highway they run a bill with us which amounts to $65.00 and we cant get a settlement out of them. So is there any way you can help us in getting the money from them.

If so I will be much obliged to you.

Thanks you

NEWPORT SERVICE STATION

E. F. Kelly

RECEIVED
DEC 12 1927
STATE OF OREGON

888

PR 110C

[illegible]

December 8, 1927

Rossce P. Hurst,
Attorney At Law,
Yeon Building.
Portland, Oregon

Dear Sir:

We have your letter of the 7th instant concerning the contract of Rhinenberg-Pittman covering the construction of the bridge over Depot Bay on the Roosevelt Coast Highway in Lincoln County. Your previous letter regarding this matter was undoubtedly lost in the mails as it was never received in this office.

Our records show that this job was completed on June 10, 1927. The contract number is 650. The Surety on the bond is the Independence Indemnity Company, Brownell Stewart Insurance Agency agents, Henry Building, Portland, H. W. Wilbur, Attorney in Fact, care of Wilbur, Beckett, Howell & Oppenheimer, Board of Trade Building, Portland.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

ROSCOE P. HURST
ATTORNEY AT LAW
YEON BUILDING
PORTLAND, OREGON

December
7 th
1927

Sec'y State Highway Comm.,
Salem, Oregon.

Dear Sir:

This is our second letter to you relative to the matter hereinafter contained but as we have received no reply to our first letter we presume it was misplaced.

It will be necessary to bring action against the partnership of Kuckenberg-Wittman on their bond for work done on the Roosevelt Coast Highway. The work was entered into in 1926 and completed sometime this last spring. It was in the vicinity of Depoe Bay. Could you kindly give me the number of the job and the date on which it was completed ?

DEC 8 1927
STATE OF OREGON

June 10, 1927

Thanking you in advance for your information, I am

Yours very truly,

ROSCOE P. HURST

By Fred W. Parkhurst,

884 The Independence Lumber Co.
Brownell Lumber Co.
Lumber Mfg.

RECEIVED
DEC 8
P. S. C.

FWP:J R. W. Wilbur

#8886-
Lincoln Co
PR#110C

October 31st, 1927.

Independence Indemnity Company,
R.W. Wilbur, Attorney-in-fact,
c/o Wilbur, Beckett, Howell & Oppenheimer,
Board of Trade Bldg.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of Albert Stocker against Knehmberg-Witteman Company in the sum of $82.30, being for labor performed this company in connection with their contract for the construction of a bridge over DeFoe Bay on the Roosevelt Coast Highway in Lincoln County.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Knehmberg-Witteman in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Claiborne,
Chief Clerk.

JB

November 1st, 1927.

Ruckenberg-Wikman Company
224 Board of Trade Bldg.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of Albert Stocker against you in the sum of $62.00, being for labor performed in connection with your contract for the construction of a bridge over Beaver Bay on the Roosevelt Coast Highway in Lincoln County.

Your early attention to this matter will be appreciated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Glaisyer
Chief Clerk.

JB

October 31, 1927.

Hon. Sam A. Kozer,
Secretary of State,
Building.

Dear Sir:

This is to acknowledge receipt of your letter of the 26th inst. enclosing certified copies of notices of the claim of Albert Stocker against Rachenberg-Wittman Company in the sum of $32.80, being for labor performed for this company in connection with their contract for the construction of a bridge over Depoe Bay on the Roosevelt Coast Highway in Lincoln County.

Please be advised that we are today forwarding copies of this notice to the contractors and surety on their bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer.

By

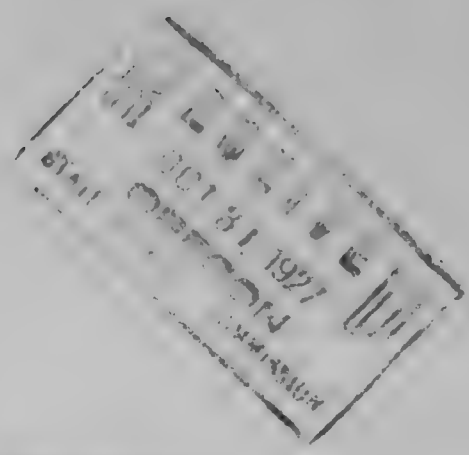
H. R. Glaisyer,
Chief Clerk.

JS

A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM



October 26, 1927

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Messrs. English & Krause, Attys. at Law, Toledo, Oregon, and filed as of this date, a notice of claim of Albert Stocker for labor and team work in the sum of $62.00 against the bond taken from Kuckenberg Whitman Company, principal, and the Independence Indemnity Company, surety, in connection with the construction of a bridge at Depot Bay, on the Roosevelt Coast Highway, in Lincoln County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

L

NOTICE

TO THE STATE OF OREGON

SAM A. KOZER, Secretary of State

of the State of Oregon;

Oregon State Highway Commission

Independence Indemnity Company.

Notice is hereby given that the undersigned, Albert Stocker, has a claim for labor and team work performed for Kuckenberg Whitman Company, incident to the construction of a bridge on the Roosevelt Coast Highway, in Lincoln County, Oregon, at Depot Bay, in the sum of Sixty-two and no/100 ($62.00) dollars. A statement of said account being hereto attached, marked "Exhibit A" and by this reference made a part hereof. And against the Bond taken from Kuckenberg Whitman Company, as principals and surety or surities upon such bond, which bond was underwritten by Independence Indemnity Company, for the labor and team work hereinabove mentioned. Said labor and team work being incident to and part of the construction of a bridge at Depot Bay, on the Roosevelt Coast Highway, in Lincoln County, Oregon.

Dated at Newport, Oregon, this 5th day of October, 1927.

ALBERT STOCKER

STATE OF OREGON)
) ss
County of Lincln)

I, Albert Stocker, being first duly sworn, depose and say, that between the 1st day of December, 1926, and the 21st day of March, 1927, at the special instance and request of Henry Kuckenberg and Andrew Whitman, doing business as Kuckenberg Whitman & Co. I furnished teams and equipment for hauling, and did haul for said Kuckenberg Whitman & Co materials and supplies, and did other team work indident to and a necessary part of the construction by said Kuckenberg Whitman & Co of that certain bridge on the Roosevelt Coast Highway, in Lincoln County, Oregon, known as the Depot Bay Bridge. That an itemized statement of services rendered and labor performed for Kuckenberg Whitman & Co. incident to said bridge construction is as follows: December 2, 1926, Two men and two teams in hauling provisions, gasoline, and coal, five hours. each. December 23, Two men and two teams and equipment, stripping rock pit at crusher, andmoving air compressor, six hours each. December 24, Two men and two teams and equipment, 4 hours each, December 27, man and one team, 4 hours each. December 28, man and one team, 8 hours. March 20, Two men and two teams and equipment. Moving Rock crusher, 10 hours each. Total number of hours per man and team is 62 hours, or 7 days, and 6 hours, at $8.00 per day, total $62.00.

That at the time of entering into said employment there was an express agreement between said Kuckenberg Whitman & Co. and the undersigned, that he was to receive the sum of $8.00 per day per man, and team for work done. That on account of said work and labor performed, there became due from said Kuckenberg Whitman & Co. to the undersigned, the sum of Sixth-two and no/100 ($62.00) dollars, and no part of said sum has been paid.

ALBERT STOCKER

Subscribed and sworn to before me this 5th day of October, 1927.

LOUIS G. ENGLISH
Notary Public for Oregon.

SEAL

My Commission expires Dec. 12, 1927

ENDORSED:
File No. 693
Filed October 26, 1927, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of Albert Stocker for labor and team work in the sum of $62.00 against the bond taken from Kuckenberg Whitman Company, principal, and the Independence Indemnity Company, surety, in connection with the construction of a bridge at Depot Bay, on the Roosevelt Coast Highway, in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on October 26, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 27th day of October, A. D. 19 27.

Secretary of State

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of Albert Stocker for labor and team work in the sum of $62.00 against the bond taken from Kuckenberg Whitman Company, principal, and the Independence Indemnity Company, surety, in connection with the construction of a bridge at Depot Bay, on the Roosevelt Coast Highway, in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on October 26, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 27th day of October A. D. 19 27

Sam A. Kozer

Secretary of State

By _____

Deputy

#888
Lincoln Co.
PR 1.10C

October 25, 1937.

[redacted]

[redacted]

This letter is to inform you that we have today received an affidavit from English & Company, Attorneys at Law, Toledo, Oregon, setting forth the claim of one Edwin Stanley against you being for labor performed in the sum of $25.00.

Will you kindly give this matter your attention?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. B. Staigyer
Chief Clerk

EBS:RB

October 24, 1928

[illegible]

Gentlemen:

In response to your request of the 24th instant, we hand you herewith certified copy of the minimum contract to Tenkenberg Thiboux Co. for the construction of the bridge over Depoe Bay on the Roosevelt Coast Highway in Lincoln County.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

R. L. Glaisyer
Chief Clerk

RAK:LB

Encl.(1)

October 26, 1927

Independence Indemnity Company,
R. W. Wilbur, Attorney in Fact,
c/o Veiby Beckett, Randall and Openheimer,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

This is to inform you as surety on the bond furnished by Hamilburg Whitman Co. in connection with their contract for the construction of a bridge over Rogue Bay on the Roosevelt Coast Highway in Lincoln County that we have today received notice from English & Krumm, Attorneys at Law, Toledo, Oregon, of the claim of Albert Steiner for labor performed for Hamilburg Whitman Co. in the sum of $62.50 in connection with the construction of this bridge.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaiger
Chief Clerk

HBG:LB

...ND KRAUSE

OFFICES AT
TOLEDO AND NEWPORT

ENGLISH & KRAUSE
ATTORNEYS AT LAW
TOLEDO, OREGON

October 24, 1927

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Please find inclosed herewith copy of Notice and Account of Albert Stocker against Kuckenberg Whitman Co. incident to the construction of a bridge at Depot Bay, in Lincoln County, Oregon.

Will you kindly furnish us with certified copy of contract, and bond of the above contractors as provided in Section 2991 Oregon Laws.

Very truly yours,

ENGLISH & KRAUSE

LGE:MM

BY L. G. English

ANSWERED
H. B. G.

...ed, Albert Stocker,
...or Kuckenberg Whitman
...ge on the Roosevelt
...pot Bay, in the sum
...tement of said account
...y this reference made
... Kuckenberg Whitman
...pon such bond, which
... Company, for the labor
...r and team work being
...ridge at Depot Bay, on
... Oregon.
... October, 1927.

A Stocker

NOTICE

TO THE STATE OF OREGON
SAM A. KOZER, Secretary of State
of the State of Oregon;
Oregon State Highway Commission
Independence Indemnity Company.

Notice is hereby given that the undersigned, Albert Stocker, has a claim for labor and team work performed for Kuckenberg Whitman Company, incident to the construction of a bridge on the Roosevelt Coast Highway, in Lincoln County, Oregon, at Depot Bay, in the sum of Sixty-two and no/100 ($62.00) dollars. A statement of said account being hereto attached, marked "Exhibit A" and by this reference made a part hereof. And against the Bond taken from Kuckenberg Whitman Company, as principals and surety or surities upon such bond, which bond was underwritten by Independence Indemnity Company, for the labor and team work hereinabove mentioned. Said labor and team work being incident to and part of the construction of a bridge at Depot Bay, on the Roosevelt Coast Highway, in Lincoln County, Oregon.

Dated at Newport, Oregon, this 5th day of October, 1927.

Albert Stocker

STATE OF OREGON)
) SS
County of Lincoln)

I, Albert Stocker, being first duly sworn, depose and say, that between the 1st day of December, 1926, and the 21st day of March, 1927, at the special instance and request of Henry Kuckenberg and Andrew Whitman, doing business as Kuckenberg Whitman & Co. I furnished teams and equipment for hauling, and did haul for said Kuckenberg Whitman & Co. materials and supplies, and did other team work incident to and a necessary part of the construction by said Kuckenberg Whitman & Co. of that certain bridge on the Roosevelt Coast Highway, in Lincoln County, Oregon, known as the Depot Bay Bridge. That an itemized statement of services rendered and labor performed for Kuckenberg Whitman & Co. incident to said bridge construction is as follows: December 2, 1926, Two men and two teams in hauling provisions, gasoline, and coal, five hours each. December 23, Two men and two teams and equipment, stripping rock pit at crusher, and moving air compressor, six hours each. December 24, Two men and two teams and equipment, 4 hours each, December 27, man and one team, 4 hours each. December 28, man and one team, 8 hours. March 20, Two men and two teams and equipment, moving Rock crusher, 10 hours each. Total number of hours per man and team is 62 hours, or 7 days and 6 hours, at $8.00 per day, total $62.00.

That the time of entering into said employment there was an express agreement between said Kuckenberg Whitman & Co. and the undersigned, that he was to receive the sum of $8.00 per day per man, and team, for work done. That on account of said work and labor performed there became due from said Kuckenberg Whitman & Co. to the undersigned the sum of Sixty-two and no/100 ($62.00) dollars, and no part of said sum has been paid.

Albert Stocker

Subscribed and sworn to before me this 5th day of October, 1927.

Louis C. Ingist
Notary Public for Oregon

My Commission expires Feb. 15, 1928.

#885 -
210D-1
TPR 110C

October 9, 1917.

E. V. Wilbur, Attorney-in-Fact
Independence Indemnity Company
% Wilbur,Bennett,Howell & Oppenheim
Board of Trade Bldg.
Portland, Oregon

Dear Sir:

We hand to you herewith copy of the notice which we have received from the Secretary of State, it being a claim of the S. P. Johnson Lumber Company, filed by McClement & Thompson, attorneys in Portland, against Hadenberg-Pittman Company in the sum of $659.84 for lumber furnished them in connection with their contract for the construction of a bridge over Depot Bay on the Roosevelt Coast Highway in Lincoln County.

This notice is given you as you appear as surety on the bond furnished by Hadenberg-Pittman Co. in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H.B.Glaisyer - Chief Clerk.

RAK/JH

October 7, 1927.

Rushlemberg-Wittmer Co.
326 Board of Trade Bldg.
Portland, Oregon

Gentlemen:

We hand to you herewith copy of the notice of claim of the C. D. Johnson Lumber Company against yourselves, filed by McCamant & Thompson, attorneys in Portland, being for lumber furnished you in the sum of $550.34 and used in connection with your contract for the construction of a bridge over Depot Bay on the Roosevelt Coast Highway in Lincoln County.

This notice was received from Sam.A. Kozer, Secretary of State, and is being forwarded to you at his request.

Very truly yours,

ROY A. KLEEN
State Highway Engineer

By
H.B.Glaisyer - Chief Clerk.

HBG/JH

October 7, 1927.

Hon. Sam A. Kozer
Secretary of State
B u i l d i n g

Attention Mr. H. J. Haas
Filing Division

Dear Sir:

This is to acknowledge receipt of your letter of the 4th inst. enclosing three copies of the notice of claim of the C. D.Johnson Lumber Company, filed by McClement & Thompson, attorneys, against Ehrlenborg-Witham Company for lumber furnished them in the sum of $869.84 and used in connection with their contract for the construction of a bridge over Depot Bay on the Roosevelt-Coast Highway in Lincoln County.

Please be informed that we are today forwarding copies of this notice to the contractors and the surety on their bond.

Very truly yours,

ROY A. KLEEB
State Highway Engineer

By
H.B.Glainyer - Chief Clerk.

RBG/JH

SAM A. KOZER
SECRETARY OF STATE

G. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

October 4, 1927

RECEIVED
OCT 6 1927
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Messrs. McCamant & Thompson, Attys., Suite 926-931 Northwestern Bank Bldg., Portland, Oregon, and filed in this office, a notice of claim by C. D. Johnson Lumber Company for lumber in the sum of $559.34, together with interest, against the bond taken from Kuckenberg-Wittman Co., principal, and the Independence Indemnity Company, surety, for the work of constructing a bridge over Depot Bay on the Roosevelt Coast Highway north of Newport, Lincoln County, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Isaac

L

C O P Y

TO. THE STATE OF OREGON and/or THE OREGON STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned claimant, C. D. JOHNSON LUMBER COMPANY, an Oregon corporation, has a claim for lumber in the sum of Five Hundred Fifty Nine Dollars and Thirty-four cents ($559.34), with interest on $859.34 at six per cent per annum from Nov.20th, 1926 to Jan.13th,1927, and with interest on $559.34 at six per cent per annum from Jan.13th, 1927, until paid, against the bond taken from Kuckenberg-Wittman Co., principal, and Independence Indemnity Company, surety, for the work of constructing a bridge over Depot Bay on the Roosevelt Coast Highway north of Newport, Lincoln County, Oregon.

Said claim was originally for $1359.34 for lumber to be used in and which was used in said bridge, but on Nov.20th,1926, the sum of $500.00 was paid on said indebtedness, and on Jan. 13th, 1927, the sum of $300.00 was paid thereon.

Dated this 2nd day of September, 1927.

C. D. JOHNSON LUMBER CO.,

By R. S. Trumbill
Assistant Secretary

Original to
Secretary of State of Oregon

CC to
Oregon State Highway Commission
Mr. Ralph Wilbur, attorney for
Independence Indemnity Company
Kuckenberg-Wittman Co.

File No.673

Filed
Sept.3,1927
SAM A. KOZER
Secretary of State

ENGLISH & KRAUSE
ATTORNEYS AT LAW
TOLEDO OREGON

September 13,1927

English & Krause,
Toledo,
Oregon.

Gentlemen:

In response to your request of the 12th inst., we hand you herewith certified copy of notice filed by you in this office on May 3, 1927, it being notice of a claim of Thomas & Smith against Knckenberg-Wittman Company for labor and materials furnished in connection with their contract for the construction of a bridge over Depoe Bay on the Roosevelt Coast Highway in Lincoln County.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. D. Glaisyer
Chief Clerk

HDG:L
enc.

LOUIS G. ENGLISH
L. LEONARD KRAUSE

OFFICES AT
TOLEDO AND NEWPORT

ENGLISH & KRAUSE
ATTORNEYS AT LAW
TOLEDO, OREGON

September 12, 1927

State Highway Commission
Salem, Oregon

Gentlemen:

Will you attach to the enclosed Notice a certificate, under seal, to the effect that it is a true copy of the Original Notice of Claim, as filed in your office about May 5, 1927, and return the claim, with the certificate, so that it can be used as evidence in a case now pending, which will be for trial on Friday, September 16?

Very truly yours,

ENGLISH & KRAUSE
By L L English

RECEIVED
SEP 13 1927

LGE:ED

ANSWERED
H. B. G.

PR#110C
#808
Finedn
Ltr

McCAMANT & THOMPSON

SUBJECT

September 7,1927

McCamant & Thompson,
Suite 926-931 Northwestern Bank Building,
Portland, Oregon.

Attention Mr. Borden Wood

Gentlemen:

Responding to your request of the 2nd inst., we are mailing to you certified copy of contract and bond of Kuckenberg-Wittman Company in connection with their contract for the construction of the bridge over Beles Bay on the Roosevelt Coast Highway north of Newport in Lincoln County.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By H. B. Claiayer
Chief Clerk

HBC:L

McCAMANT & THOMPSON

WALLACE McCAMANT
V. LAIR THOMPSON
RALPH H. KING

BORDEN WOOD
FRANK B. MITCHELL
LYNDON L. MYERS

ATTORNEYS AND COUNSELORS AT LAW

SUITE 828-831
NORTHWESTERN BANK BUILDING
PORTLAND, OREGON

RECEIVED
SEP 3 1927
OREGON
STATE HIGHWAY COMMISSION

SUBJECT Kuckenberg-Wittman
Bridge contract

September 2nd 19 27

Oregon State Highway Commission
Statehouse
Salem, Oregon

Attention Mr. H. V. Glaisyer, Chief Clerk

Gentlemen:

Our client C. D. Johnson Lumber Company has a claim against Kuckenberg-Wittman Co. and its surety, Independence Indemnity Company, for lumber supplied to Kuckenberg-Wittman Co. for construction of a bridge over Depot Bay on the Roosevelt Coast Highway north of Newport, Lincoln County, Oregon.

We enclose herewith affidavit executed by an officer of the company under Oregon Laws 2991 and we request that you furnish us with a certified copy of the contract and bond with reference to this work.

Yours very truly,

McCAMANT & THOMPSON

By Borden Wood.

ANSWERED
H. B. G.

W:B
Enc

RECEIVED
SEP 3 1927
OREGON
STATE HIGHWAY

TO THE STATE OF OREGON and/or THE OREGON STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned claimant, C. D. JOHNSON LUMBER COMPANY, an Oregon corporation, has a claim for lumber in the sum of Five Hundred Fifty Nine Dollars and Thirty-four cents ($559.34), with interest on $559.34 at six per cent per annum from Nov. 20th, 1926 to Jan. 13th, 1927, and with interest on $559.34 at six per cent per annum from Jan. 13th, 1927, until paid, against the bond taken from Hoekenberg-Wittman Co., principal, and Independence Indemnity Company, surety, for the work of constructing a bridge over Depot Bay on the Roosevelt Coast Highway north of Newport, Lincoln County, Oregon.

Said claim was originally for $1359.34 for lumber to be used in and which was used in said bridge, but on Nov. 20th, 1926, the sum of $800.00 was paid on said indebtedness, and on Jan. 13th, 1927, the sum of $300.00 was paid thereon.

Dated this 2nd day of September, 1927.

C. D. JOHNSON LUMBER CO.,

By R. A. Lunsbell
Assistant Secretary

Original to
Secretary of State of Oregon

CC to
Oregon State Highway Commission
Mr. Ralph Wilbur, attorney for
Independence Indemnity Company
Hoekenberg-Wittman Co.

RECEIVED
SEP 3 1927
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
(SS
COUNTY OF MULTNOMAH)

I, R. S. TRUMBULL, being first duly sworn depose and say that I am Assistant Secretary of C. D. JOHNSON LUMBER COMPANY, an Oregon corporation with headquarters in Northwestern Bank Building, Portland, Multnomah County, Oregon. That C. D. Johnson Lumber Company has a claim for lumber in the sum of Five Hundred Fifty-nine and 34/100 Dollars ($559.34) with interest on Eight Hundred Fifty-nine and 34/100 Dollars ($859.34) at the rate of six per cent per annum from November 20th, 1926 to January 13th, 1927, and with interest on Five Hundred Fifty-nine and 34/100 Dollars ($559.34) at the rate of six per cent per annum from January 13, 1927 until paid, against the bond taken from Kuckenberg-Wittman Co. as principal and Independence Indemnity Company as surety for the work of constructing a bridge over Depot Bay on the Roosevelt Coast Highway north of Newport, Lincoln County, Oregon. That said lumber was supplied to Kuckenberg-Wittman Co. during the period from August 7, 1926 to and including September 23, 1926, and was of the reasonable worth and value of One Thousand Three Hundred Fifty-nine and 34/100 Dollars ($1359.34). That on November 20, 1926 the sum of Five Hundred Dollars ($500.00) was paid on this account and on January 13, 1927 the sum of Three Hundred Dollars ($300.00) was paid on this account, leaving a balance of Five Hundred Fifty-nine and 34/100 Dollars ($559.34) with interest due from said Kuckenberg-Wittman Co. and its said

surety on said bond. That no payments on said balance have been made and that the same is now due and owing. That said lumber was for use in and was actually used in the construction of and placed in said bridge.

R. A. Trumbull

Subscribed and sworn to before me this 2nd day of September, 1927.

Borden Wood

Notary Public for Oregon

My commission expires: Nov. 15, 1930.

#888
Kuckenberg Co
PP 110C

August 30,1927

C. B. Johnston Lumber Company,
Portland,
Oregon.

Attention R. S. Trumbull, Assistant Secretary

Gentlemen:

Replying to your letter of the 27th inst. regarding Kuckenburg-Wittman's contract for the construction of a bridge over DePoe Bay on the Roosevelt Coast Highway north of Newport, wish to say that final payment has not been made as yet for this work. Our retained percentage is $1400. Work was completed on June 10th.

In connection with this work Kuckenberg-Wittman furnished the state a surety bond for the protection of labor and material claims. The surety on this bond is the Independence Indemnity Company, for whom Brownell-Slocum, Insurance Agency, Inc., are Agents, with office in the Henry Building, Portland. This surety company has recently withdrawn from operating in this state and we understand that Mr. Wilbur of the firm of Wilbur, Beckett, Howell & Oppenheimer has been appointed attorney in fact for them in Oregon. Any communication that you may have with the surety company should be taken up with Mr. Wilbur.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Claisyer
Chief Clerk

HBC:L

August 30,1927

Ruckenberg & Wittman,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received a letter from the C. D. Johnson Lumber Company in which they advise us of their claim against you in the sum of $500, it being for lumber furnished in connection with your contract for the construction of the Depoe Bay bridge.

Very truly yours,

HOT A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

C. D. JOHNSON LUMBER COMPANY

PACIFIC COAST LUMBER

PORTLAND, OREGON

August 30,1927

Wilbur, Beckett, Howell & Oppenheimer,
Board of Trade Building,
Portland, Oregon.

Attention Mr. R. W. Wilbur

Gentlemen:

This letter is to inform you that we have today received a letter from the C. B. Johnson Lumber Company of Portland in which they advise of their claim in the sum of $590 against Kunkenburg-Wittman for lumber furnished for the construction of a bridge over DePoe Bay on the Roosevelt Coast Highway north of Newport, State Highway Contract No. 888.

This information is given you for the reason that you are attorney in fact for the Independence Indemnity Company, surety on the bond furnished by Kunkenberg-Wittman in this instance.

Very truly yours,

ROY.A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
CHief Clerk

HBG:L

#886-

CABLE ADDRESS: "PASCO"

C. D. JOHNSON LUMBER COMPANY

MANUFACTURERS

PACIFIC COAST LUMBER

PORTLAND, OREGON.

August 27, 1927

RECEIVED
AUG 29 1927
OREGON

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

We write to ascertain whether the contract awarded to Kuckenburg-Wittman for the construction of a bridge over DePoe Bay on the Roosevelt Coast Highway, north of Newport, has been completed.

We would also like to know if there is any balance due them on this contract. For your information, we furnished lumber to Kuckenburg-Wittman for the construction of this bridge and they still owe us a balance of some $580.00 which we are unable to collect.

Yours very truly,
C. D. JOHNSON LUMBER COMPANY

R. S. Lumbert

Assistant Secretary.

RST: BH

Paid to June 10 - $51,403.00
Retained - $1,400.00 -
Work was completed on June 10th.

ANSWERED
H. B. G.

PR#110C

August 15, 1927.

Swift & Company,
North Portland, Oregon.

Gentlemen:

Replying to your inquiry of the 10th inst., concerning Greenwood & Dann, wish to say that they were awarded state highway contract No. 957 for the surfacing of the Siletz Bay-Otter Rock Section of the Roosevelt Coast Highway in Lincoln County. The bond furnished the state by Greenwood & Dann is in the sum of $61,625.50. The surety on this bond is the Aetna Casualty & Surety Company, for whom Bates, Hively & Pearson are local agents, with offices in the Yeon Building, Portland.

The completion date has been set as October 31, 1927.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

#157-
Silverton 45

Swift & Company
North Portland.
Oregon

August 10, 1927

State Highway Commission,
Salem, Oregon.

Greenwood & Dann, headquarters,
Portland, Oregon

Gentlemen:

We understand that the above have a contract with you on the Roosevelt highway. As we are selling them, would appreciate it, if at your convenience, you would forward us information concerning this contract.

Thanking you in advance, we are

Yours respectfully,

SWIFT & COMPANY

Per H. B. G.

AEM/LH
Credit Dept.

Contract No. 957 - Silets Bay-Otter Rock Section - 12.75 Miles of Surfacing.

Amount of Bond $51,695.50 - Surety is The Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Bldg., Portland.

Completion date is October 31, 1927.

ANSWERED
H. B. G:

#888-
Lincoln Co
PR#110C

July 21,1937

Independence Indemnity Company,
Brownell-Slocum Insurance Agency, Inc.,
Henry Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received from Cake & Cake and L. A. Liljequist, Attorneys, Yeon Building, Portland, notice to the effect that Knokenberg & Wittman Company are indebted to W. S. Bailey in the sum of $92.00 for planks and timbers taken from Mr. Bailey's property and used in connection with the construction of the Depoe Bridge on the Roosevelt Coast Highway in Lincoln County under construction by Knokenberg & Wittman Company. This information is given you as you appear as surety on the bond given by Knokenberg & Wittman in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. H. Glainger
Chief Clerk

HHG:L

Martin & Campbell

July 23,1937

Kuckenberg & Wittman,
236 Board of Trade Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received a letter from Cake & Cake and L. A. Liljquist, Yeon Building, Portland, Oregon, representing W. S. Dudley, in which it is stated that planks and timbers were taken from the property of Mr. Dudley and used in connection with the construction of bridges over Rocky Creek and Depoe Bay on the Roosevelt Coast Highway in Lincoln County. The value of the timber is $92.00. The above-mentioned persons have asked us to retain this amount from the final estimate.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Claiayer
Chief Clerk

HBC:L

#837

21 R.D

PR# 110C

FRED A. MARTIN

CABLE ADDRESS "MARCAM"

Martin & Campbell

WILCOX BUILDING - SECOND FLOOR
WASHINGTON AT SIXTH STREET

Portland, Oregon

July 19, 1927

Oregon State Highway Commission
Salem, Oregon

Gentlemen:- Attention Mr. Klein

This is to acknowledge receipt of certified copy of Notice of Claim of Tony Biggi & Company against James Crick in the sum of $800.00.

Yours very truly,

Martin & Campbell

Agents

DM

#37-218 D

PR #1100

July 20th, 1927

Mr. James Orish
1428 Woodside Ave.
Portland, Oregon.

Dear Sir:

Please find enclosed herewith notice of claim of Tony Nigh & Co. in the sum of $900 against you, being for labor performed for you in connection with your contract for the grading of the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway.

Your early attention to this matter will be appreciated.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

E. E. Kleinyer,
Chief Clerk

JB

July 10th,1937

Hon. Sam A. Lewis,
Secretary of State,
Building.

Dear Sir:

This is to acknowledge receipt of your letter of the 9th inst. in which you enclosed notice of claim of Tony Nigro and Co. in the sum of $600.00 against James Crick being for labor performed in connection with Mr. Crick's contract for the grading of the Silets Bay-Rocky Creek Section of the Roosevelt Coast Highway.

Please be advised that we are today forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

E. E. Glaisyer,
Chief Clerk.

JS

July 18th,1927

Globe Indemnity Co.
Martin & Campbell, Agents.
Corbett Bldg.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of Tony Riggi & Co. against James Crick in the sum of $800, being for labor performed for Mr. Crick in connection with his contract for the grading of the Glide-Rucky Creek Section of the Roosevelt Coast Highway.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Mr. Crick in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Claiayer,
Chief Clerk.

HBC

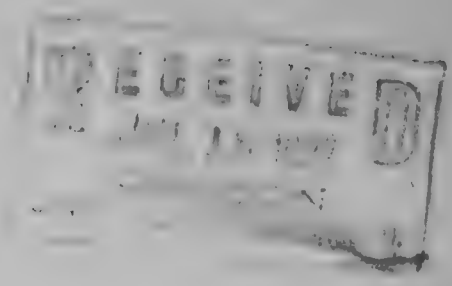
SAM A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

#837

July 13, 1927



State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed as of July 11, 1927, a notice of claim by Tony Riggi & Co. for labor performed in the sum of $800.00 against the bond taken from James Crick, principal, and the Globe Indemnity Co., surety, for the work of highway grading in the construction of the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway in Lincoln County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By N J Sears

CS

Note Indemnity Co
Tony Riggi & Co
Contractor

United States of America

STATE OF OREGON

I, [illegible] Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

To Hal A.Hoss,Secretary of State,
Salem,Oregon,and

To Globe Indemnity Company,
Martin & Campbell,Agents,
Corbett Building,
Portland,Oregon.

NOTICE is hereby given that the undersigned Tony Biggi & Co.,of Box 57,Camden,Oregon has a claim for labor performed in the sum of Eight Hundred ($800 00) Dollars against the bond taken from James Crick,principal,and Globe Indemnity Company,Surety for the work of said Tony Biggi & Co., highway grading in the construction of the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway,in Lincoln County, Oregon,State Highway Contract No.637. Said Contract was completed about October 1st,1926.

Dated this 6th day of July,1927.

(Signed)

TONY BIGGI & CO.

By TONY BIGGI

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify,

To Globe Indemnity Company,
Martin & Campbell, Agents,
Corbett Building,
Portland, Oregon.

That [illegible] performed in the sum of $800.00 against the bond [illegible]

NOTICE is hereby given that the undersigned Tony Biggi & Co., of Box 57, Lemolo, Oregon has a claim for labor performed in the sum of Eight Hundred ($800 00) Dollars against the bond taken from James Orick, principal, and Globe Indemnity Company, Surety for the work of said Tony Biggi & Co., [illegible] highway grading in the construction of the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway, in Lincoln County, Oregon, State Highway Contract No. 837. Said Contract was completed about October 1st, 1926.

Dated this 8th day of July, 1927.

(Signed)

TONY BIGGI & CO.

By TONY BIGGI

In Testimony Whereof, I [illegible]

ENDORSED:
File No. 648.
Filed July 11, 1927. SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify.

That I have carefully compared the annexed copy of notice of claim by Tony Biggi & Co. for labor performed in the sum of $800.00 against the bond taken from James Crick, principal, and the Globe Indemnity Co., surety, for the work of highway grading in the construction of the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on July 11, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

I, SAM A. KOZER, [illegible]

Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Tony Biggi & Co. for labor performed in the sum of $800.00 against the bond taken from James Crick, principal, and the Globe Indemnity Co., surety, for the work of highway grading in the construction of the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on July 11, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 13th day of July, A. D. 1927.

Sam A. Kozer

Secretary of State

By _____

Deputy

PR #110 C
#37

Contract Completed September [illegible] 1928 -

Total amount paid was - $161,038.52

Final warrant was mailed out on February 18, 1927.

Oregon, July, 9th., 1927.

Attention Roy A. Klein

Dear Sirs :

I wish to acknowledge receipt of your letter of the 7th., inst., relative to notice filed with you by Tony Biggi and Paul Catti in the effect that I am indebted to them in the sum of $800.00 for work performed by them under a sub contract from me on the Slietz Bay - Rocky Creek Section of the Roosevelt Coast Highway and I am pleased to offer you the following statement of facts in connection with this matter.

Messrs Biggi & Catti did have a sub contract from me on this work, the major part of which they did during the working season of 1925, however, when the rains begun in the fall of 1925 they ceased work and moved their teams and equipment out with the understanding with me that they would return at the opening of the working season in 1926 and finish the job. When weather conditions permitted in 1926 work was resumed on the general contract with my own forces and also that of other sub contractors and Biggi & Catti were notified to return and finish their contract, this they did not do and I waited until the season was advanced to the time when I barely had time to finish the section with my own forces and complete the general contract before the rainy season again begun.

After they moved off the work in 1925 a preliminary estimate was given by your Engineer Stifler and the amount as then estimated as due was taken from the profile, however, when the work was completed it was found that the actual yardage removed was less than was at first contemplated, or in other words, the yardage as shown on the profile did not hold out, consequently the estimate as made on the work in 1925 was in excess of the work performed by them.

In finishing this section with my own forces, I did the work in the most economical manner possible and charged only for the work done as both my book-keeper and foreman were given instructions to keep an accurate account of all expense incurred on this section and to make no charges for material or labor unless same had actually gone

PP #110 C
#137

Wheeler, Oregon, July, 9th., 1927.

State Highway Commission,
Salem, Oregon.

Attention Roy A. Klein

Dear Sirs :

I wish to acknowledge receipt of your letter of the 7th., inst., relative to notice filed with you by Tony Biggi and Paul Catti in the effect that I am indebted to them in the sum of $800.00 for work performed by them under a sub contract from me on the Slietz Bay - Rocky Creek Section of the Roosevelt Coast Highway and I am pleased to offer you the following statement of facts in connection with this matter.

Messrs Biggi & Catti did have a sub contract from me on this work, the major part of which they did during the working season of 1925, however, when the rains begun in the fall of 1925 they ceased work and moved their teams and equipment out with the understanding with me that they would return at the opening of the working season in 1926 and finish the job. When weather conditions permitted in 1926 work was resumed on the general contract with my own forces and also that of other sub contractors and Biggi & Catti were notified to return and finish their contract, this they did not do and I waited until the season was advanced to the time when I barely had time to finish the section with my own forces and complete the general contract before the rainy season again begun.

After they moved off the work in 1925 a preliminary estimate was given by your Engineer Stifler and the amount as then estimated as due was taken from the profile, however, when the work was completed it was found that the actual yardage removed was less than was at first contemplated, or in other words, the yardage as shown on the profile did not hold out, consequently the estimate as made on the work in 1925 was in excess of the work performed by them.

In finishing this section with my own forces, I did the work in the most economical manner possible and charged only for the work done as both my book-keeper and foreman were given instructions to keep an accurate account of all expense incurred on this section and to make no charges for material or labor unless same had actually gone

into the work and I have the detailed record which I will be most pleased to submit to your department at any time.

Biggi & Catti at one time put this claim in the hands of Raley & Steiwer, Attorneys of Pendleton, Oregon, whom after I explained the matter to them as above outlined, refused to have anything further to do with the claim.

I am indebted to Biggi & Catti in the amount of $313.0 and this amount is profit made for them by my own forces on the section which they had not finished as at the time they moved of off in 1925 an actual measurement and computation would have shown that they were at that time in arrears on the job.

Your Mr Stifler is entirely familiar with the facts in this matter and will I think, confirm the above statements so fa far as the engineering features are concerned.

I am ready at any time to make payment to Biggi & Cati of the amount due them but will not pay them the amount they claim and I will be most pleased to give you any further information possible.

Yours very truly

J.C. fnw

James Crick

PR#1102

July 9th, 1937

Mr. L. O. Griffith
Eugene, Oregon

Dear Sir:

In response to your inquiry of recent date as directed by the Secretary of State, with an intent you find the survey on the road of Multnomah-Clackamas etc. in connection with their contract for the construction of the bridge over Sandy River just on the Barlow-Ranch Highway, in the Multnomah Irrigating District, for that Irrigation-District Improvement Agency, Inc. and the Agents, Henry Building, Portland, Oregon.

We submit to you herewith letter directed to you by the Secretary of State.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Klinger,
Chief Clerk.

HBK:ID

#837-21PD
PP# 1106

July 7,1927

Globe Indemnity Company,
Martin & Campbell, Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you, as surety on the bond furnished by James Crick in connection with his contract for the construction of the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway in Lincoln County, that we have today received a letter from Tony Biggi and Emil Catti, of Cousins, in which they state that they have a claim against Mr. Crick in the amount in excess of $200.00 for labor performed for him in connection with this work.

They state that Mr. Crick has offered to settle with them for $313.91, but as this is no where near the amount of their claim, they are not willing to settle for that amount.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

July 7,1927

Mr. James Orick,
Wheeler,
Oregon.

Dear Sir:

This letter is to inform you that we have today received notice from Tony Bicci and Paul Ostli to the effect that you are indebted to them in the sum of $200.00 for work performed for you in connection with your contract for the construction of the Siletz Bay-Smelt Creek Section of the Roosevelt Coast Highway in Lincoln County. The claim of these gentlemen is, they state, in excess of $200.00. They advise that you have offered them in settlement a sum slightly in excess of $200.00. Will you please give this matter your attention.

Very truly yours,

ROY A. KLEIN
State Highway Commission

By
H. B. Claiborne
Chief Clerk

HBC:L

July 7,1927

Mr. Tony Biggi,
Box 57,
Condon, Oregon.

Dear Sir:

We have your letter of the 5th inst. in which you advise us of your claim in the sum of $800.00 against James Crick, being for labor performed for him in connection with his contract for the construction of the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway in Lincoln County, State Highway Contract No. 837.

In reply will inform you that the protection offered you in connection with this job is the bond offered by Mr. Crick, which is covered by the Globe Indemnity Company, for whom Martin & Campbell are local agents, with offices in the Corbett Building, Portland. We would suggest that you file notice of your claim with this company and also with the Secretary of State, as provided by Section 8991, Oregon Law. In the event that you are unsuccessful in securing settlement in this manner, you then have recourse in action in the courts. We regret that we can give you no further assistance at this time.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

Condon, Oregon, July 5th, 1927.

RECEIVED
JUL 8 1927
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We have a contract with James Crick, now of Wheeler, Oregon, for work on Siletz Rocky Creek Section of the Roosevelt Coast Highway in Lincoln County, Oregon, beginning at Station 91 and ending at Station 555-90.

Owing to bad weather and wet soil the work could not be completed until the fall of 1926. We were obliged to lay off the work in November 1925, with the understanding that when the conditions permitted we should return to the work. In the spring of 1926 we returned, but the ground was still too wet to permit finishing the job. Later in the summer of 1926 we wrote to Mr. Crick that anytime he was ready to let us know, but he did not answer. Along in July 1926 he finished the work himself without letting us know anything about it.

According to the Engineer's statement, when we left we had a little over $800.00 coming to us. Now James Crick wants to settle with us for $313.91, and he told us that he would not pay any more.

#83

We were at all times ready and willing to complete our contract and would have done so had not Mr. Crick done it himself without letting us know. We are not now willing to settle for less than the amount that is due us, and would like to have you make a memonradum of this in connection with the bond which Mr. Crick gave, until the matter is settled.

Yours very truly,

Tony Biggi

Tony Biggi, and Paul Catti,
Box 57, Condon, Oregon

CONDON, OREGON.

Contract to be Assigned

(See back of this sheet for instructions and detailed information.)

Signed Tony A. Biggi

Title President Co

Form 80—2706—4M—3-26.

PR#110C

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date July 7, 1927

Job Name Siletz Bay - Otter Rock

Week from June 25 to July 2 1927

Mail Address Newport Ore.

Highway Roosevelt Coast

Telegraph or Telephone Address "

County Lincoln Job Prefix 21PF.

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Many men on erecting of Bunkers—

Many men on placing drain tile—

Team work 2 days and more to mile Core—
No further team work done 2 soft material
in slide—

River moved off Rocky Bridge Approach—July 1—
and approach made ready for traffic.

Necessary to replank soft place in roadway 2c
Big and extra strong.

RECEIVED
JUL 6 - 1927
DIVISION ENGINEER
DIVISION NO. 2

(See back of this sheet for instructions and detailed information.)

Signed Thomas A. Kiley

Title Resident Eng

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 12.75

Miles completed None

Miles partially done None

Average daily yardage placed this week None.

Average daily yardage necessary to complete on time 930

Contractor's average force for week 9 men,

2 teams, 1 trucks

Percentage of total required yardage now in place None

Surfacing will be completed about Oct. 31-1927

Number men in Engineering Party .....

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 4PF ..... Percentage 100%

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

CONTRACT # 837,
888, 957,

PR 110-C Siletz Bay-Rocky Cr. 1925-1927

837, 888, 957 Folder # 1

#885

Timber Co

PR #1100

June 24, 1927

Ruhnenberg-Wilkman Co.
226 Board of Trade Bldg.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of W. C. Smith in the sum of $327.20 being for labor performed you in connection with your contract for the construction of the bridge over Bolon Bay near Newport in Lincoln County.

Your early attention to this matter will be much appreciated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. H. Gillespy,
Chief Clerk.

JB

June 26th, 1917

Hon. Sam A. Kozer,
Secretary of State,
Billings.

Dear Sir:

Attention M. J. Ross, Filing Division.

This is to acknowledge receipt of your letter of the 24th inst. in which you enclosed three certified copies of the claim of W. C. Smith in the sum of $287.20 being for labor performed Knolenberg-Witham Company in connection with their contract for the construction of the bridge across Dolce Bay in Lincoln County.

Please be advised that we are today forwarding copies of this notice to the contractors and surety on their bond.

In regard to the request of Mr. Jay Bowerman for a certified copy of the contract and bond please be advised that such certified copy was sent to Mr. Bowerman several days ago.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

JBJX

June 24, 1927

Independence Indemnity Co.
Braunell-Slocum Insurance Agency, Inc.
Henry Building
Portland, Oregon.

Gentlemen:

Enclosed herewith please find notice of claim of W. C. Smith in the sum of $327.30 against Kuhnberg-Wittman Company, being for labor performed them in connection with their contract for the construction of the bridge over DeCoe Bay near Newport in Lincoln County.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Kuhnberg-Wittman Company in this instance.

Very truly yours.

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

JB

SAM A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

June 24, 1927

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Hon. Jay Bowerman, Atty., 1506 Yeon Bldg., Portland, Oregon, and filed on June 21, 1927, a notice of claim by W. C. Smith, for labor furnished in the sum of $327.20 against Kuckenberg-Wittman Co., contractor, in connection with the work of construction of a bridge across Depoe Bay on the Roosevelt Highway in Lincoln County, Oregon. We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Your attention is respectfully directed to the request made in the notice by the claimant for a copy of the contract and bond executed by Kuckenberg-Wittman Co. in connection with the above construction work. When the copy is prepared, kindly forward the same to Mr. Bowerman at his address given hereon.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By N. J Haas

NH.CS

STATE OF OREGON,
County of Multnomah. } ss

I, W. C. Smith, being first duly sworn, depose and say: That Kuhlenberg-Wittmer Co. was the contractor under a contract from the State Highway Commission of the State of Oregon for the construction of a state highway bridge across Depoe Bay on the Roosevelt Highway in Lincoln County, Oregon; that affiant, during the month of September, 1926, at the special instance and request of said Kuhlenberg-Wittmer Co. performed certain valuable work, labor and service entering into the construction of said bridge, by furnishing and driving his truck which was used in hauling certain material entering into said bridge construction, for 252 hours at the agreed price of $1.50 per hour; that nothing has been paid on account of the aforesaid work, labor and service and use of said truck, except as follows:

120 gallons of gas,	$25.80
Hospital fees	1.50
Board	23.50

and there is due, owing and unpaid thereon a balance of $327.80, payment for which has been demanded, and no part thereof has been paid, and affiant hereby gives notice of his claim to The State Highway Commission of the State of Oregon, and the Secretary of State of said state, and asks that a copy of said contract, and the bond of said contractor given in connection with said contract be furnished that he may bring proceedings against said contractor and the sureties on its bond.

W. C. SMITH

Subscribed and sworn to before me this 17 th day of May, 1927

L. L. GILSTRAP
Notary Public for Oregon
My commission expires: Dec. 9 -1928

(SEAL)

STATE OF OREGON,)
) ss
County of Multnomah.)

I, W. C. Smith, being first duly sworn, depose and say: That Kuhlenberg-Wittman Co. was the contractor under a contract from the State Highway Commission of the State of Oregon for the construction of a state highway bridge across Depoe Bay on the Roosevelt Highway in Lincoln County, Oregon; that affiant, during the month of September, 1926, at the special instance and request of said Kuhlenberg-Wittman Co. performed certain valuable work, labor and service entering into the construction of said bridge, by furnishing and driving his truck which was used in hauling certain material entering into said bridge construction, for 252 hours at the agreed price of $1.50 per hour; that nothing has been paid on account of the aforesaid work, labor and service and use of said truck, except as follows:

130 gallons of gas,	$65.00
Hospital fees	1.50
Board	25.50

and there is due, owing and unpaid thereon a balance of $327.50, payment for which has been demanded, and no part thereof has been paid, and affiant hereby gives notice of his claim to The State Highway Commission of the State of Oregon, and the Secretary of State of said state, and asks that a copy of said contract, and the bond of said contractor given in connection with said contract be furnished that he may bring proceedings against said contractor and the sureties on its bond.

W. C. SMITH

Subscribed and sworn to before me this 17 th day of May, 1927

(SEAL)

L. L. GILSTRAP
Notary Public for Oregon
My commission expires: Dec. 9 -1928

ENDORSED:
File No. 656.
Filed June 21, 1927. SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by W. C. Smith for services rendered in the sum of $327.20 against Kuckenberg-Wittman Co., contractor, in connection with the work of construction of a bridge across Depoe Bay on the Roosevelt Highway in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on June 21, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of June, A. D. 1927.

Sam A. Kozer

Secretary of State

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by W. C. Smith for services rendered in the sum of $327.20 against Kuckenberg-Wittman Co., contractor, in connection with the work of construction of a bridge across Depoe Bay on the Roosevelt Highway in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on June 21, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of June, A. D. 1927.

Sam A. Kozer
Secretary of State

By _____
Deputy

PRF 1105

June 24,1927

Independence Indemnity Co.,
Brownell-Slocum Ins. Agency, Inc., Agents,
Henry Building, Portland, Oregon.

Gentlemen:

We hand you herewith a certified copy of an notice that has been filed in the office of the Secretary of State by Elmer Horning, Manager of The Horning Transfer Company, it being their claim against Enckenberg & Wittman, and is for hauling furnished them in the sum of $17.50, in connection with their contract for construction of a bridge at Depoe Bay on the Roosevelt Coast Highway in Lincoln County.

This information is given you at the request of the Secretary of State as you appear as surety in the bond furnished by Enckenberg & Wittman in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L
Enc.

June 24,1927

Knokenberg & Wittman,
226 Board of Trade Building,
Portland, Oregon.

Gentlemen:

We hand you herewith a certified copy of notice of claim that has been filed in the office of the Secretary of State, it being that of Elmer Horning, Manager of The Horning Transfer Company, and is for hauling furnished you in the sum of $17.50, furnishcation with your contract for the construction of a bridge at Depoe Bay on the Roosevelt Highway in Lincoln County.

This notice is sent you at the request of the Secretary of State. Will you please give it your attention.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L
Enc.

June 23,1927

Hon. Sam A. Kozer,
Secretary of State,
Office.

Attention H. J. Haas

Dear Sirt

We acknowledge receipt of your letter of the 20th inst., in which you enclose three certified copies of a notice of the claim of Elmer Horning, Manager of The Horning Transfer Company against Kuckenberg & Wittsen, it being for hauling done in connection with their contract for the construction of a bridge at Depoe Bay on the the Roosevelt Coast Highway, in Lincoln County.

Please be informed that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

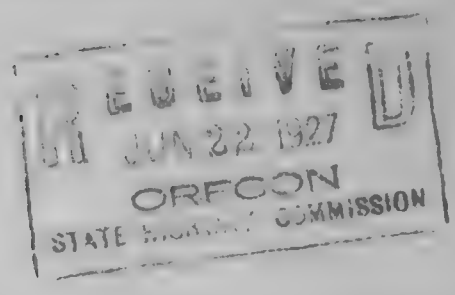
SAM A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

#6886
Lincoln

June 20, 1927



State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr.H.B.Glaisyer,Chief Clerk)

This is to advise that we received and filed on June 9, 1927, a notice of claim by Elmer Horning, Manager of The Horning Transfer Company, for hauling in the sum of $17.50 against the bond taken from Kuckenberg & Wittman, principals, and the Independent Indemnity Company, surety, for the work of constructing a bridge on the Roosevelt Highway at Depoe Bay, in Lincoln County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By M. J. Haas

NH.CS

Ordg., Ind. Indemnity Co.
Brownell-Silverson Ins. Agency, Inc.
7 Henry Bldg.
Portland.

United States of America
STATE OF OREGON

To the State of Oregon and the Secretary thereof:

Notice is hereby given that the undersigned, Fred Horning, doing business in Toledo, Oregon, as The Horning Transfer Company, has a claim for hauling lumber and other timber products for the highway improvement known as the Depoe Bay Bridge, in the sum of $17.50, against the bond taken from Ruckenberg & Wittman, as principal, and the Independent Indemnity Company, as surety, for the work of constructing a bridge on the Roosevelt Highway at Depoe Bay, in Lincoln County, Oregon, known as the Depoe Bay Bridge.

Dated at Toledo, Oregon, this 6th day of June, 1927,

ELMER HORNING MGR,

ENDORSED:
File No. 627
Filed June 9, 1927, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Elmer Horning for hauling in the sum of $17.50 against the bond taken from Kuckenberg & Wittman, principals, and the Independent Indemnity Company, surety, for the work of constructing a bridge on the Roosevelt Highway at Depoe Bay, in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on June 9, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 20th day of June, A. D. 1927.

Sam A. Kozer

Secretary of State

By _____ Deputy

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Elmer Horning for hauling in the sum of $17.50 against the bond taken from Kuckenberg & Wittman, principals, and the Independent Indemnity Company, surety, for the work of constructing a bridge on the Roosevelt Highway at Depoe Bay, in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on June 9, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 20th day of June, A. D. 1927.

Sam A. Kozer
Secretary of State

By _____
Deputy

#885

Lincoln Co

PR#110C

June 24, 1927

Independence Indemnity Co.
Pownall-Slocum Insurance Agency, Inc.
Henry Building
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of Harry Thomas in the sum of $[illegible] being for labor performed Knickenberg-Witteman Company in connection with their contract for the construction of the bridge over DePoe Bay in Lincoln County.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Knickenberg-Witteman Company in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

H. B. Glaisyer,
Chief Clerk.

2

June 24,1927

Hochmeister-Wilson Company,
226 Board of Trade Bldg.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of Harry Thomas in the sum of $375.00 against you for labor in connection with your contract for the construction of the bridge across Drift Creek in Lincoln County.

Your early attention to this matter will be appreciated.

Very truly yours,

Ray A. Wilson,
State Highway Engineer

By

H. D. Gleisner,
Chief Clerk.

2

June 24,1927

Hon. Sam A. Kozer,
Secretary of State,
Building.

Dear Sirs

Attention: M. J. Hunn, Filing Division.

This is to acknowledge receipt of your letter of the 24th inst. in which you enclose three certified copies of the claim of Harry Thomas in the sum of $288.00 against Rosenberg-Pittman Company being for labor performed for them in connection with their contract for the construction of the bridge across Bolos Bay in Lincoln County.

Please be advised that we are today sending copies of this notice to the contractor and surety on their bond.

In connection with the certified copy of the contract and bond requested by Mr. Jay Bowerman, please be advised that such copy was mailed to Mr. Bowerman several days ago.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

M. B. Glasgow,
Chief Clerk.

MBG:JW

SECRETARY OF STATE

C. N. LAUGHRIGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

June 24, 1927

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Hon. Jay Bowerman, Atty., 1506 Yeon Bldg., Portland, Oregon, and filed on June 21, 1927, a notice of claim by Harry Thomas, for labor furnished in the sum of $386.02 against Kuckenberg-Wittman Co., contractor, in connection with the work of construction of a bridge across Depoe Bay on the Roosevelt Highway in Lincoln County, Oregon. We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Your attention is respectfully directed to the request made in the notice by the claimant for a copy of the contract and bond executed by Kuckenberg-Wittman Co. in connection with the above construction work. When the copy is prepared, kindly forward the same to Mr. Bowerman at his address given hereon.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By N. J. Sears

NH.CS

STATE OF OREGON,
County of Multnomah. } ss.

I, Harry Thomas, being first duly sworn, deposes and says: That Knekenberg-Wittman Co. was the contractor under a contract from the State Highway Commission of the State of Oregon for the construction of a state highway bridge across Depoe Bay on the Roosevelt Highway in Lincoln County, Oregon; that affiant, during the month of September, 1926, at the special instance and request of said Knekenberg-Wittman Co., performed certain valuable work, labor and service entering into the construction of said bridge, by furnishing and driving his truck which was used in hauling certain material entering into said bridge construction, for 275 hours at the agreed price of $1.50 per hour; that nothing has been paid on account of the aforesaid work, labor and service and use of said truck, except as follows:

95 gallons of gas,	$30.45
1 faucet	1.05
Commissary,	4.50
Hospital	1.50

and there is due, owing and unpaid thereon a balance of $386.02, payment for which has been demanded, and no part thereof has been paid, and affiant hereby gives notice of his claim to the State Highway Commission of the State of Oregon, and the Secretary of State of said State, and asks that a copy of said contract, and the bond of said contractor given in connection with said contract be furnished that he may bring proceedings against said contractor and the sureties on its bond.

(SEAL)

HARRY THOMAS

Subscribed and sworn to before me this 17th day of May, 1927.

L. L. GILSTRAP
Notary Public for Oregon
My commission expires: Dec 9 -1928

ENDORSED:
File No. 434.
Filed: June 21, 1927 SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Harry Thomas for services rendered in the sum of $386.02 against Kuckenberg-Wittman Co., contractor, in connection with the work of construction of a bridge across Depoe Bay on the Roosevelt Highway in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on June 21, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of June, A. D. 19 27.

Sam A. Kozer

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Harry Thomas for services rendered in the sum of $386.02 against Kuckenberg-Wittman Co., contractor, in connection with the work of construction of a bridge across Depoe Bay on the Roosevelt Highway in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on June 21, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of June, A. D. 19 27.

Sam A. Kozer

Secretary of State

By _____

Deputy

June 21, 1927.

Ruhnberg-Witman Company,
226 Board of Trade Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we have today received from Mr. Jay Bowerman, Attorney at Law, Portland, affidavits disclosing the claims of Harry Thomas and W. C. Smith against yourselves, being in the sums of $386.02 and $267.20, respectively, for labor and services performed for you in connection with your contract for the bridge over Depoe Bay on the Roosevelt Coast Highway in Lincoln County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

PRUOC

June 21, 1927.

Independence Indemnity Company,
Brownell-Sloan Insurance Agency, Inc.,
Henry Building,
Portland, Oregon.

Gentlemen:

We wish to inform you that we have today received from Mr. Jay Bowerman, Attorney at Law, Yeon Building, Portland, affidavits noting claims of Harry Thomas and W. C. Smith against Rockenberg & Witham in connection with their Contract for the construction of a bridge over Depoe Bay on the Roosevelt Coast Highway in Lincoln County. The amounts of these claims are $886.02 and $327.20, respectively.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

#886
Lincoln
PR#120

June 21, 1927.

Bowerman & Kavanaugh,
1506 Yeon Building,
Portland, Oregon.

Attention Mr. Jay Bowerman

Gentlemen:

We acknowledge receipt of your letter of the 20th inst., enclosing affidavits of Harry Thomas and W. O. Smith against Ekstenberg-Wittman Co. for labor performed in connection with their contract for the construction of a bridge over Depoe Bay on the Roosevelt Coast Highway in Lincoln County. In response to the request in these affidavits, we hand you herewith a certified copy of the contract for this work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

JAY BOWERMAN

J. P. KAVANAUGH

BOWERMAN & KAVANAUGH
LAW OFFICES
1506 YEON BUILDING
PHONE BEACON 6237

PORTLAND, OREGON.

June 20, 1927

Hon. Roy Klein, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:

In connection with the contract of Kuckenberg-Wittman Co. for the construction of a bridge across Depoe Bay, I am enclosing herewith the affidavits of Harry Thomas and W. C. Smith.

Yours Respectfully,

JB-C

#884

STATE OF OREGON,)
) ss.
County of Multnomah.)

I, Harry Thomas, being first duly sworn, depose and say: That Kuckenberg-Wittman Co. was the contractor under a contract from the State Highway Commission of the State of Oregon fot the construction of a state highway bridge across Depoe Bay on the Roosevelt Highway in Lincoln County, Oregon; that affiant, during the month of September, 1926, at the special instance and request of said Kuckenberg-Wittman Co., performed certain valuable work, labor and service entering into the construction of said bridge, by furnishing and driving his truck which was used in hauling certain material entering into said bridge construction, for 275 hours at the agreed price of $1.50 per hour; that nothing has been paid on account of the aforesaid work, labor and service and use of said truck, except as follows:

95 gallons of gas,	$20.45
1 faucet	1.05
Commissary,	4.50
Hospital	1.50

and there is due, owing and unpaid thereon a balance of $386.02, payment for which has been demanded, and no part thereof has been paid, and affiant hereby gives notice of his claim to the State Highway Commission of the State of Oregon, and the Secretary of State of said State, and asks that a copy of said contract, and the bond of said contractor given in connection with said contract be furnished that he may bring proceedings against said contractor and the sureties on its bond.

Harry Thomas

Subscribed and sworn to before me this 17th day of May, 1927.

L. L. Bertsch
Notary Public for Oregon
My commission expires: Dec. 9-1928

STATE OF OREGON,)
) ss
County of Multnomah.)

I, W. C. Smith, being first duly sworn, depose and say: That Kuckenberg-Wittman Co. was the contractor under a contract from the State Highway Commission of the State of Oregon for the construction of a state highway bridge across Depoe Bay on the Roosevelt Highway in Lincoln County, Oregon; that affiant, during the month of September, 1926, at the special instance and request of said Kuckenberg-Wittman Co. performed certain valuable work, labor and service entering into the construction of said bridge, by furnishing and driving his truck which was used in hauling certain material entering into said bridge construction, for 252 hours at the agreed price of $1.50 per hour; that nothing has been paid on account of the aforesaid work, labor and service and use of said truck, except as follows:

120 gallons of gas,	$25.80
Hospital fees	1.50
Board	23.50

and there is due, owing and unpaid thereon a balance of $327.20, payment for which has been demanded, and no part thereof has been paid, and affiant hereby gives notice of his claim to The State Highway Commission of the State of Oregon, and the Secretary of State of said state, and asks that a copy of said contract, and the bond of said contractor given in connection with said contract be furnished that he may bring proceedings against said contractor and the sureties on its bond.

W. C. Smith

Subscribed and sworn to before me this 17 day of May, 1927

L. L. Sisemore
Notary Public for Oregon
My commission expires:

#858
Lincoln Co
PR 110C

May 27, 1927

Heidenberg-Wilson Company
226 Board of Trade Bldg.
Portland, Oregon.

Gentlemen:

This is to advise you that we have today received notice of the claim of C. H. Johnson Lumber Company of Portland, Oregon, in the sum of ($800.00) being for lumber furnished you in connection with your contract for the construction of a bridge over Rabbit Ray on the Roosevelt Coast Highway in Lincoln County.

Your early attention to this matter will be appreciated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. E. Claiayer,
Chief Clerk.

EEC:JB

May 27, 1927

Independence Indemnity Company,
Brownell-Sisemm Insurance Agency, Inc.
Henry Building,
Portland, Oregon.

Gentlemen:

This is to inform you that we have received from C. E. Johnson Lumber Company of Portland, Oregon, notice of their claim in the sum of $[illegible].00 being for lumber furnished Hoidenberg-Wikman Company in connection with their contract for the construction of a bridge over Salmon Bay on the Roosevelt Coast Highway in Lincoln County.

This information is given you as you appear as surety on the bond furnished by Hoidenberg-Wikman Company in this instance.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

May 27, 1927

C. D. Johnson Lumber Company,
Portland, Oregon.

Dear Sirs:

Attention: R. S. Trumbull, Assistant Sec.

We acknowledge receipt of your letter of the 26th inst. in which you advise us of your claim against Kuhlenberg-Wittman Company for lumber furnished them in connection with their contract for the construction of a bridge on the Roosevelt Coast Highway north of Newport.

We note that you refer to the bridge on the Rocky Creek Bridge, and for your information will say that the contract awarded to Kuhlenberg-Wittman Company was for the construction of a bridge over DeFoe Bay. The Rocky Creek Bridge was awarded to H. E. Deering. The information we give you below is concerning the DeFoe Bay Bridge under contract to Kuhlenberg-Wittman Company.

The latest available information, which is as of date March 20th, 1927, indicates that there had been paid up to that time $48,142.46. Our retained percentage is $1,488.94. No payments have been made to the contractor since March 20th. Information at hand is to the effect that final payment will be approximately the amount of our retained percentage. We expect this payment will be made within the next two or three weeks.

For your further information will say that you are protected by the bond furnished by Kuhlenberg-Wittman Company in connection with this project. The surety on this bond is The Independence Indemnity Company, Brownell-Slocum Insurance Agency, Inc., Agents, Henry Building, Portland.

Very truly yours,

Roy A. Klein,
State Highway Engineer
By

H. E. Glaisyer,
Chief Clerk.

HEG:JS

CABLE ADDRESS:"PASCO"

C.D.JOHNSON LUMBER COMPANY

MANUFACTURERS

PACIFIC COAST LUMBER

PORTLAND,OREGON.

May 26, 1927.

State Highway Commissioners
Salem
Oregon

Gentlemen:

During the fall of 1926 we furnished lumber to Kuckenberg-Wittman whom we understand have a contract for a bridge known as the Rocky Creek Bridge which is eleven miles north of Newport on the Roosevelt Highway. The lumber furnished by us was used on this job.

We are writing this letter to ascertain if the job has been finished and whether there is still due them any money on engineers estimates. There is a balance still due us of approximately $580.00 which we are unable to collect from the contractors whose excuse is that they are waiting for money due them on engineers estimates. We would also like to know if they have been paid any money since January 15th and if so, in what amounts. We also wish to know if we can be protected by your commission in the final settlement with Kuckenberg-Wittman.

Thanking you in advance for the courtesy of a reply, we are

Very truly,
C. D. JOHNSON LUMBER COMPANY

R. A. Lumbull
Assistant Secretary

RST:LK

#888 - Depot Bay - Lincoln Co
Paid to 1/10-20 - $48,142.46
Retained - $1489.94

Governor says the will be paid approximately the amount of the retained percentage

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

PP=110 C

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

May 25, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project No. 110-C, Siletz Bay-Rocky Creek section of the Roosevelt Coast Highway. We enclose herewith an original copy of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL,
District Engineer,

By
Assoc. Highway Engineer.

Oregon Federal Aid Project No. 110, Section C. ayPr 683

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 15, 1925, by the State Highway Commission of Oregon, and on October 3, 1925, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on August 16, 1926, by the said State Highway Commission, and on September 30, 1926, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 110, Section C; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for Section C of said project to provide for the construction of broken stone surfacing over the entire length of said Section C, and by reason thereof has requested that the estimate of cost approved for Section C of said project be increased from $233,376.00 to $300,030.30, and that the Federal funds approved and set aside to the credit of said Section C be increased from $140,025.60 to $180,018.30:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for Section C of said project be revised in the manner above indicated and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates, and the sum of one hundred eighty thousand, eighteen and 30/100 dollars ($180,018.30) as the share of the United States payable under said act on account of [illegible]"

Article II shall read:

"Article II. This agreement covers the following road and bridge, as described in detail in said surveys, plans and specifications: [illegible]

Between survey station 22 about 500 ft. north of Rocky Creek at the north end of Section A of said project, and survey station 555+90 about two-thirds of a mile south of Siletz Bay at the south end of Section B of said project, terminal points, a distance of 8.957 miles, known locally as the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway between Depoe Bay and Waldo, Lincoln County, being Section C of Oregon Federal Aid Project No. 110, consisting of a roadway 8.901 miles in length and a bridge 0.056 of a mile in length.

To Article III shall be added clause (e) to read, as follows:

"(e) The estimate of cost and the amount of Federal aid for the roadway and bridge of more than 20 feet clear span covered by this agreement are respectively, as follows: Roadway, approved estimate $245,993.00, Federal aid $146,379.96; bridge, approved estimate $54,037.50, Federal aid $33,638.34."

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By T H Baldwin
Member, State Highway Commission

By K H Malone
Member, State Highway Commission

A. W. Marcus
Acting Secretary of Agriculture

EXECUTE - REMA

PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 92 about 500 ft. north of Rocky Creek at the north end of Section A of said project, and survey station 585+90 about two-thirds of a mile south of Siletz Bay at the south end of Section B of said project, locally known as the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway between Coos Bay and Hebo, Lincoln County, and designated in the records of this Department as Project No. 110, Section C of State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 300,030.50 in lieu of the $140,025.60 approved by Certificate of Sept. 30, 1924, Section C of as the total estimated cost of said project, and the sum of $ 130,018.30/ as the share of the United Section C of States, payable under said acts on account of such project, which does not exceed 43.35 per cent of said total estimated cost.

Done at the city of Washington, this 12th day of May one thousand nine hundred and Twenty seven, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvel

ACTING Secretary of Agriculture.

RECEIVED MAY 14 1927

GOVERNMENT PRINTING OFFICE 8—4220

(WB)

#888-21PD-1
PR#110C

May 11, 1927

Hon. Sam A. Koser,
Secretary of State,
Building.

Dear Sir:

Attention: M. J. Haas, Filing Division.

This is to acknowledge your letter of the 9th inst. enclosing notice of claim of Thomas and Smith for labor and materials in the sum of $531.68, being against Ehlenberger-Wiseman Company in connection with their contract for the construction of a bridge over Depoe Bay on the Roosevelt Coast Highway in Lincoln County.

Please be advised that we are today sending the contractor and surety on his bond a copy of this notice.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

JS

May 11, 1927

The Independence Indemnity Company,
Brownell-Slocum Insurance Agency, Agents,
Henry Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of Thomas and Smith in the sum of $631.60, being for labor and materials furnished to Kuckenberg-Wittman Company in connection with their contract for the construction of a bridge over DeCoe Bay on the Roosevelt Coast Highway in Lincoln County.

This notice is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by Kuckenberg-Wittman Company in this instance.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Ginibyer,
Chief Clerk.

JB
Enc.

cc. Kuckenberg-Wittman Company,
226 Board of Trade Building,
Portland, Oregon.

G. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

May 5, 1927.

Mr. Roy A. Klein,

State Highway Engineer,

Salem, Oregon.

Dear Sir: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Messrs. English & Krause, Attorneys at Law, Toledo, Oregon, and filed as of this date, a notice of claim by Thomas and Smith for labor and materials in the sum of $631.68 against the bond taken from Kuckenberg-Wittman Company, principals, and the Independence Indemnity Company, surety, for the work of constructing a bridge at Depot Bay as a part of the Roosevelt Highway in Lincoln County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Lyons

L

TO THE STATE OF OREGON:

Sam A. Kozer,
Secretary of State of the State of Oregon.

Oregon State Highway Commission

Independence Indemnity Company.

Notice is hereby given that the undersigned, Henry Thomas and W. C. Smith, a partnership doing business as Thomas & Smith have a claim for labor and materials in hauling crushed rock for Kuckenberg-Wittman Company incident to the construction of a bridge on the Roosevelt Highway in Lincoln County, Oregon at Depot Bay in the sum of Six Hundred and Thirty One and 68/100 ($631.68) Dollars, a statement of said account being hereto attached, marked "Exhibit A" and by this reference made a part hereof.

And against the bond taken from Kuckenberg-Wittman Company as principals and surety or sureties upon such bond, which bond was underwritten by Independence Indemnity Company for the work of constructing a bridge at Depot Bay as a part of the Roosevelt Highway in Lincoln County, Oregon.

Dated at Newport, Oregon, this____day of April, 1927.

THOMAS & SMITH

BY____Henry Thomas_____

BY____W. C. Smith_____

"EXHIBIT A"

STATE OF OREGON)
) SS
COUNTY OF LINCOLN)

I, Harry Thomas, being first duly sworn depose and say: That I am one of the partners doing business as Thomas & Smith and that said partnership on or about November 22, 1926, entered into a contract with Kuckenberg-Wittman Company incident to hauling two hundred and fifty yards or more of crushed rock from a rock crusher located about one half mile south of Rocky Creek on the Roosevelt Highway in Lincoln County, Oregon, to the bridge being constructed by Kuckenberg-Wittman Company at Depot Bay on said Roosevelt Highway in Lincoln County, Oregon, at the rate of $5.50 per yard. That under said contract, said partnership delivered to said Kuckenberg-Wittman Company three hundred and thirty six (336) cubic yards of crushed rock at $5.50 per yard and two (2) cubic yards of sand at $1.50 per yard, and there was earned on account of said rock and sand so delivered, the sum of Eleven Hundred and Seventy Eight Dollars ($1,178.00)

That payments have been made upon said account as follows:

January 1, 1927	Commissary, Cook, House and Bunk	$ 110.75
January 7, 1927	From Pay Roll	11.25
January 7, 1927	State Industrial	.75
November 24, 1926	3 - Kegs Nails	11.22
December 7, 1926	2 - Kegs Nails	7.48
January 4, 1927	2— Kegs Nails	7.48
Freight on Nails		5.82
January 27, 1927	Cash	50.00
January 27, 1927	"	50.00
January 3, 1927	"	200.00
January 2, 1927	1 - Keg Nails	4.75
January 14, 1927	2 - Tires	56.84
January 21,1927	Order to Standard Oil Co.	50.00
	TOTAL	$ 546.32

That there is now due, owing and payable from Kuckenberg-Wittman Company the sum of Six Hundred and Thirty One and 68/100 ($631.68) Dollars, which said Kuckenberg-Wittman Company has failed and refused to pay.

That said Thomas & Smith have fully complied with the terms of their contract with Kuckenberg-Wittman Company and the full amount of Six Hundred and Thirty One and 68/100 ($631.68) Dollars is now due from said Kuckenberg-Wittman Company. That I have personal knowledge of all of the facts hereinabove stated and that the statements herein including the statement of account, are true as I verily believe.

HARRY THOMAS

W. C. SMITH

Subscribed and sworn to before me this 2nd day of May, 1927.

LOUIS C. ENGLISH.

Notary Public for Oregon.

My commission expires: Dec. 12, 1927

ENDORSED:
File No. 607
Filed May 5, 1927, SAM A. KOZER, Secretary of State.

EXHIBIT V-

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Thomas & Smith for labor and materials in the sum of $631.68 against the bond taken from Kuckenberg-Wittman Company, principals, and the Independence Indemnity Company, surety, for the work of constructing a bridge at Depot Bay as a part of the Roosevelt Highway in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on May 5, 1927, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Thomas & Smith for labor and materials in the sum of $631.68 against the bond taken from Kuckenberg-Wittman Company, principals, and the Independence Indemnity Company, surety, for the work of constructing a bridge at Depot Bay as a part of the Roosevelt Highway in Lincoln County, Oregon, with the original notice of claim filed in the office of the Secretary of State on May 5, 1927, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of May, A. D. 1927.

Sam A. Kozer
Secretary of State

By _____
Deputy

LOUIS [illegible]
L. LEONARD [illegible]

OPR 110c

ENGLISH & KRAUSE
ATTORNEYS AT LAW
TOLEDO OREGON

May 10, 1927.

English & Krause,
Attorneys at Law,
Toledo, Oregon.

Gentlemen:

Complying with your request of the 6th inst. we are mailing to you herewith certified copy of contract executed A. [illegible] to Rasmussen-Kitson Company for construction of a bridge [illegible] over Beaver Bay on the Roosevelt Coast Highway in Lincoln County.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

E. R. Glainyer,
Chief Clerk.

ERG:JS

OFFICES AT
TOLEDO AND NEWPORT

ENGLISH & KRAUSE
ATTORNEYS AT LAW
TOLEDO, OREGON

May 6, 1927.

State of Oregon Highway Commission,
Salem, Oregon.

Re:.Thomas & Smith
Vs: Kuckenberg-Wittman Co
$631.68.

Gentlemen:-

Under date of May 3, we forwarded to you and to Sam A. Kozer, Secretary of State, affidavit and statement of account in the above matter as required by Section 2991, Oregon Laws.

Will you kindly furnish us with certified copy of contract and bond of the above contractors, or if the contract and bond are in the Secretary of State's office, will you kindly refer this letter to them for attention, and oblige.

Yours truly,
ENGLISH & KRAUSE
BY L L English.

LGE-v

#888
Lincoln Co.
PR110C

May 5, 1927

English & Thomas,
Attorneys at law,
Toledo, Oregon.

Gentlemen:

We acknowledge receipt of your letter of the 3rd inst. enclosing copy of claim of Thomas & Smith against Rushlight-Pittman Company in the sum of $651.60, being for labor and materials furnished them in connection with their contract for the construction of the bridge over Yaquina Bay on the Roosevelt Coast Highway in Lincoln County.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Glaisyer,
Chief Clerk.

HBG:JB

May 5, 1927

Kuckenberg-Wittman Co.
226 Board of Trade Bldg.
Portland, Oregon.

Gentlemen:

We have today received from English & Krause, Attorneys of Toledo, Oregon, notice of the claim of Thomas & Smith against you for labor and material furnished you in connection with your contract for the construction of the bridge over DeFoe Bay on the Roosevelt Coast Highway in Lincoln County. The amount of claim is $651.69.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

ENGLISH & ERENSE
ATTORNEYS AT LAW
TOLEDO, OREGON

May 5, 1927

The Independence Indemnity Co.
Brownell-Slocum Insurance Agency, Inc.
Henry Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you as surety on the bond furnished by Kuckenberg-Wittman Company in connection with their contract for the construction of a bridge over DePoe Bay on the Roosevelt Coast Highway in Lincoln County, that we have today received from English & Erense, Attorneys of Toledo, Oregon, notice of the claim of Thomas & Smith in the sum of $681.68. This claim is for labor and material furnished to Kuckenberg-Wittman in connection with this contract.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. E. Glaisyer,
Chief Clerk.

HEG:JS

LOUIS G. ENGLISH
L. LEONARD KRAUSE

OFFICES AT
TOLEDO AND NEWPORT

ENGLISH & KRAUSE
ATTORNEYS AT LAW
TOLEDO, OREGON

May 3, 1927.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

Please find enclosed herewith notice and items of statement of account of Thomas & Smith for labor and materials furnished to Kuckenberg-Wittman Company incident to the construction of a bridge on the Roosevelt Highway in Lincoln County, Oregon, at Depot Bay, which notice is given in pursuance to Section 2991 of Oregon Laws.

Yours truly,
ENGLISH & KRAUSE
BY L L English

LGE-V

Rec'd May 5, 1927

TO THE STATE OF OREGON:

Sam A. Kozer,
Secretary of State of the State of Oregon.

Oregon State Highway Commission

Independence Indemnity Company.

Notice is hereby given that the undersigned, Harry Thomas and W. C. Smith, a partnership doing business as Thomas & Smith have a claim for labor and materials in hauling crushed rock for Ruckenberg-Wittman Company incident to the construction of a bridge on the Roosevelt Highway in Lincoln County, Oregon at Depot Bay in the sum of Six Hundred and Thirty One and 68/100 ($631.68) Dollars, a statement of said account being hereto attached, marked "Exhibit A" and by this reference made a part hereof.

And against the bond taken from Ruckenberg-Wittman Company as principals and surety or sureties upon such bond, which bond was underwritten by Independence Indemnity Company for the work of constructing a bridge at Depot Bay as a part of the Roosevelt Highway in Lincoln County, Oregon.

Dated at Newport, Oregon, this 1st day of ~~April~~ May, 1927.

THOMAS & SMITH

BY Harry Thomas

BY W C Smith

"EXHIBIT A"

STATE OF OREGON)
) ss
COUNTY OF LINCOLN)

I, Harry Thoman, being first duly sworn depose and say: That I am one of the partners doing business as Thoman & Smith and that said partnership on or about November 22, 1926, entered into a contract with Knokenberg-Wittman Company incident to hauling two hundred and fifty yards or more of crushed rock from a rock crusher located about one half mile south of Rocky Creek on the Roosevelt Highway in Lincoln County, Oregon, to the bridge being constructed by Knokenberg-Wittman Company at Depot Bay on said Roosevelt Highway in Lincoln County, Oregon, at the rate of $3.50 per yard. That under said contract, said partnership delivered to said Knokenberg-Wittman Company three hundred and thirty six (336) cubic yards of crushed rock at $3.50 per yard and two (2) cubic yards of sand at $1.50 per yard, and there was earned on account of said rock and sand as delivered, the sum of Eleven Hundred and Seventy Eight Dollars ($1,178.00)

That payments have been made upon said account as follows:

January 1, 1927	Commissary, Cook, House and Bunk	$ 110.75
January 7, 1927	From Pay Roll	11.25
January 7, 1927	State Industrial	.75
November 24, 1926	3 - Kegs nails	11.22
December 7, 1926	2 - Kegs Nails	7.48
January 4, 1927	2 - Kegs Nails	7.48
Freight on Nails		5.88
January 17, 1927	Cash	50.00
January 27, 1927	"	50.00
January 3, 1927	"	200.00
January 2, 1927	1 - Keg Nails	4.75
January 14, 1927	2 - Tires	36.04
January 21,1927	Order to Standard Oil Co.	50.00
	Total	546.32

That there is now due owing and payable from Knokenberg-Wittman Company the sum of Six Hundred and Thirty one and 68/100 ($631.68) Dollars, which said Knokenberg-Wittman Company has failed and refused to pay.

That said Thomas & Smith have fully complied with the terms of their contract with Kuckenberg-Wittman Company and the full amount of Six Hundred and Thirty One and 68/100 ($631.68) Dollars is now due fr m said Kuckenberg-Wittman Company. That I have personal knowledge of all of the facts hereinabove stated and that the statements herein including the statement of account, are true as I verily believe.

Harry Thomas
W. C. Smith

Subscribed and sworn to before me this 2nd day of ~~April~~ May, 1927.

Louis H English.
Notary Public for Oregon.

My commission expires: Dec 12/1927

Form 39--A-1861—2M—7-26.

OREGON STATE HIGHWAY DEPARTMENT

PR NOTED 40c

NOTED

FIELD ENGINEER'S WEEKLY REPORT

Date April 23rd, 1927

Job Name Siletz Bay - Otter Rock

Week from Apr. 16 to Apr. 23

Mail Address Taft Ore.

Highway Roosevelt Coast

Telegraph or Telephone Address Taft ORE.

County Lincoln Job Prefix 21 P.F.

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

W. R. Strum, sub contractor started grading operations on the Dyke Sec. Sta 591 to 560 this A. M.

He has 14 head of horses and will have 2 or 400 yds of material to move on finish Grading the Dyke Section

Have finally mucked a road thru the clay cut Sta 530 near Siletas with truck and during 3 days of rain. Framed Dang from cut Sta 455 to Fill up fill with cut Tally last winter Can keeping track of loads and measure them, receiving Dang for 15¢ yard (including truck rental) as against 56¢ contract price. This is the only work feasible during rain or just after rain.

W. H. Stuffer

Signed

Title Res Engr.

(See back of this sheet for instructions and detailed information.)

RECEIVED
APR 25 1927
DIVISION ENGINEER

GRADING CONSTRUCTION

Total miles of grading on project 0.5

Miles completed none

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned 0.2

Miles cross-sections completed and checked none

Miles to be remeasured .....

Number men in Engineering Party 1

Contractor's average force for week ..... men,

7 teams, ——— steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 12.75

Miles completed —

Miles partially done —

Average daily yardage placed this week —

Average daily yardage necessary to complete on time —

Contractor's average force for week — men,

6 teams, — trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about Oct. 31, 1927

Number of men in Engineering Party 1

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 21K.F 75 % *Percentage*.....

Other jobs 21P.E 25 % *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

#888-
Lincoln County
PR 110C

April 6, 1927.

[illegible]
[illegible]
[illegible]
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received from the Seibert Investment Company notice of their claim against you in the sum of $150 being for damage to their property at Depoe Bay by cutting approximately 150 trees. This in connection with your contract for the construction of a bridge over Depoe Bay on the Roosevelt Coast Highway in Lincoln County.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. E. Gleimyer,
Chief Clerk.

HEG:JS

April 6, 1929.

The Independence Indemnity Co.
Brownell-Sloan Insurance Agency, Inc.
Henry Building,
Portland, Ore.

Gentlemen:

This letter is to inform you as surety on the bond furnished by Kuckenberg-Wittman Company in connection with their contract for the construction of a bridge over Depoe Bay on the Roosevelt Coast Highway in Lincoln County, that we have today received from the Sunset Investment Co. notice of their claim against the Kuckenberg-Wittman Co. in the sum of $150 it being for damage to their property at this point by cutting approximately 150 trees.

Very truly yours,

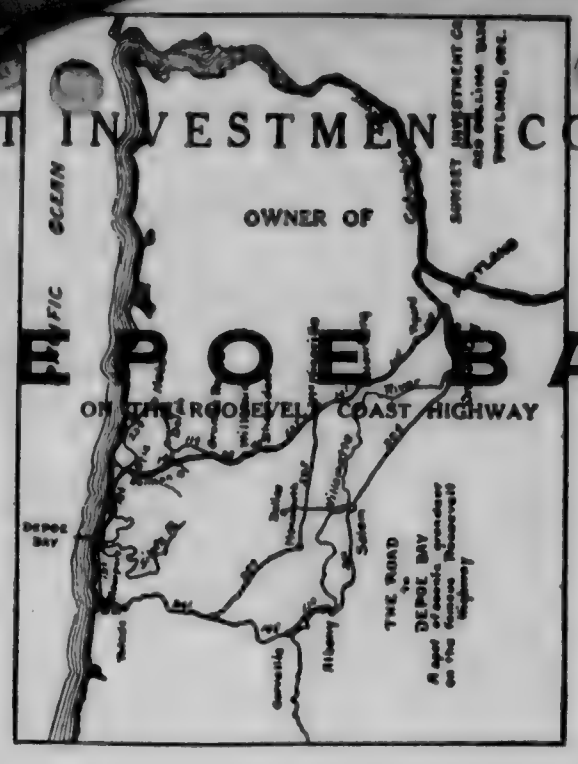
Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

SUNSET INVESTMENT COMPANY



320 SELLING BUILDING

PORTLAND, OREGON.

April 5, 1927

Kuckenberg Wittman Co.,
226 Board of Trade Bldg.,
Portland, Oregon.

to

Sunset Investment Co.,
320 Selling Bldg.,
Portland, Oregon.

For damage to property at DePoe Bay by cutting approximately 150 trees (four inch to eight inch in diameter) $150.00

#988

Sunset Investment Co
By _____
President

Copy to H.Kline,
State Highway Engr.,
Salem, Oregon

#188-
210 D-1
PCP 110C

March 31, 1927.

The Independence Indemnity Co.
Bonnell-Gleeson Agency, Inc.
Henry Building,
Portland, Oregon.

Gentlemen:

We have today received from Mr. L. A. Green, Attorney at Law, Portland, Oregon, an affidavit in which it is disclosed that Enckenberg-Wittman Company, Inc. are indebted to Mr. James Crisk in the sum of $445.00 being for certain work, labor, service and material furnished to said company by Mr. Crisk between July, 1926 and October, 1926, in connection with their contract for the construction of a bridge over Depoe Bay on the Roosevelt Coast Highway in Lincoln County.

This information is given you as you appear as surety on the bond furnished by Enckenberg-Wittman Co. in this instance.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

March 31, 1927.

Hemenway-Wilson Company,
835 Board of Trade Bldg.
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received from R. A. Green, Attorney and Counselor, Portland, Oregon, an affidavit in which it is disclosed that you are indebted to Mr. James Quick in the sum of $648.06, being for certain work, labor, services and material furnished to you in connection with your contract for the construction of the bridge over Depoe Bay in Lincoln County, same being on the Roosevelt Coast Highway, state highway contract No. 888.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG; JE

March 31, 1927.

Mr. R. A. Green,
Attorney and Counselor,
501 Corbett Bldg.
Portland, Oregon.

Dear Sir:

In compliance with your request of the 30th inst. we are mailing to you herewith certified copy of contract awarded to Hasselberg-Tibbetts Co. for the construction of a bridge over Depoe Bay near Otter Rock in Lincoln County, same being on the Roosevelt Coast Highway.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JB

B. A. GREEN
ATTORNEY AND COUNSELOR
SUITE 501 CORBETT BUILDING
PORTLAND, OREGON
ATWATER 5213

March 30th, 1927.

State Highway Commission
Salem, Oregon.

Dear Sirs:

Enclosed herewith find affidavit of myself, and I file this affidavit with you for the purpose of securing a certified copy of the contract between the State Highway Commission of the State of Oregon and Kuckenberg - Wittman Company, Inc., and the bond furnished by said corporation.

I request this bond for the reason that my client, James Crick, has a bona fide and existing claim against said corporation in the sum of $645.06.

I would appreciate your forwarding me this contract and bond at the earliest, possible moment.

Yours very truly,

BAG:NC
Encl.

#888

STATE OF OREGON,)
: ss.
County of Multnomah.)

I, B. A. GREEN, being first duly sworn, depose and say:

That I am attorney for James Crick; that I have been informed and believe, and therefore, state as a fact and have in my possession records, files and documents, which show that Kuckenberg - Wittman Company, Incorporated, whose address is: Board of Trade Building, Portland, Oregon, is justly indebted to said James Crick in the sum of $645.06, in connection with that certain work, labor, services and material furnished to said Kuckenberg - Wittman Company, Inc., by said James Crick, all in connection with the Depoe Bay Bridge in Lincoln County, Oregon during the time from July, 1926 to October, 1926; and that this charge is a just charge against the bond furnished by Kuckenberg - Wittman Company, Inc.

That I make this affidavit for the purpose of securing a duly certified copy of the contract between Kuckenberg - Wittman Company, Inc. and the State Highway Commission of Oregon, and the bond furnished by said corporation to said State Highway Commission of the State of Oregon.

And further I say naught.

B. A. Green

Subscribed and sworn to before me this 30th day of March, 1927.

Fred Ross
Notary Public for Oregon.
My commission expires Mar. 14, 1928.

1 - Affidavit.

B. A. GREEN
ATTORNEY AND COUNSELOR
PORTLAND, OREGON

PR110C

March 28, 1927

Bates, Lively & Pearson, Agents,
The Aetna Casualty & Insurance Co.,
Yeon Building,
Portland, Oregon.

Dear Sirs:

We are mailing to you herewith an executed copy of State Highway Contract No. 957 awarded to Greenwood & Dunn by the State Highway Commission on March 4, 1927 for furnishing broken stone surfacing on the Siletz Bay-Otter Rock section of the Roosevelt Coast Highway in Lincoln County.

This copy of contract is being mailed to you as you appear as surety on the bond furnished by Greenwood & Dunn in this instance, and you may retain this copy for your records and files.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

PR 110 C

March 15, 1927.

Ruckenberg & Witman,
826 Board of Trade Building,
Portland, Oregon.

Gentlemen:

Please be advised that the time limit on your contract No. 838 for the construction of a bridge over Depoe Bay on the Roosevelt-Coast Highway in Lincoln County expired on February 28th, 1927.

Kindly make immediate application for further extension of time on this contract and have your application accompanied by the written endorsement of your surety on the bond furnished in connection with the contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

K. B. Glaister,
Chief Clerk.

Dict. by J. McFarland.

March 14, 1927. PR 110-C

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate on basis for modified agreement on the Silets Bay-Rocky Creek Section, Oregon Project No. 110-C.

This estimate has been revised to include the surfacing recently placed under contract.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP
Encls.

Oregon State Highway Department — Project No. 110-C.

SILETZ BAY-ROCKY CREEK SECTION OF THE ROOSEVELT COAST HIGHWAY

IN LINCOLN COUNTY

Salem, Oregon, March 14, 1927.

Grading:

All Required	Clearing and Grubbing	$.—	$ 17,000.00
117,000 cu.yds	Common Excavation	.40	46,800.00
35,000 cu.yds	Intermediate Excavation	.50	17,500.00
53,000 cu.yds	Solid Rock Excavation	.90	47,700.00
300,000 sta.yd	Overhaul	.03	9,000.00
1,000 lin.ft	12" Concrete Pipe	1.00	1,000.00
1,000 lin.ft	18" Concrete Pipe	2.75	2,715.50
800 lin.ft	24" Concrete Pipe	4.00	3,440.00
270 cu.yds	Class "A" Concrete	32.00	8,640.00
30 cu.yds	Class "B" Concrete	32.00	960.00
20,000 lbs	Metal Reinforcement	.10	2,000.00
44 M-FBM	Lumber and Timber	75.00	3,300.00

Depoe Bay Bridge:

60 cu.yds	Excavation	5.00	300.00
10 cu.yds	Excavation below plans	10.00	100.00
725 cu.yds	Class "A" Concrete	37.00	26,825.00
250 cu.yds	Class "B" Concrete	37.00	9,250.00
150,000 lbs	Metal Reinforcement	.06	9,000.00
610 lin.ft	Handrail	5.00	3,050.00

Surfacing:

11,800 cu.yds	Sub-base Course Surfacing	2.10	24,180.00
6,650 cu.yds	Base Course Surfacing	2.25	14,962.50
8,650 cu.yds	Top Course Surfacing	2.50	16,625.00
4,350 cu.yds	Filler	.45	1,957.50
14,500 cu.yds	Filler Haul	.20	2,900.00

Sub-total	$ 272,755.00
10% Engr. & Cont.	27,275.50
Total	$ 300,030.50

Length of Project - 8.957 Miles
Cost per Mile, including bridges over 20' Span $33,496.76
" " " excluding " " " " $27,465.77

State Funds Available $ 120,012.20
Federal Aid Requested 180,018.30

$ 300,030.50

State Funds for Constr. - Chapter 175, Laws 1917; Chapter 31, Laws 1920
" " " Maint. - Resolution Aug. 17, 1917; Chapter 257, Laws 1917.

PR 110-C

February 28, 1927.

Mr. C. E. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate and unit price analysis on the Siletz Bay-Rocky Creek, Surfacing, Oregon Project 110-C.

The special provisions and typical section were sent to you several days ago.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

Dict by W. DeSouza/AP
Encls.

OREGON STATE HIGHWAY DEPARTMENT PROJECT NO. 118-C

SILETZ BAY-ROCKY CREEK SECTION OF THE ROOSEVELT COAST HIGHWAY

IN LINCOLN COUNTY

(Estimate to accompany Surfacing Provisions. Not as basis for Project Agreement.)

Salem, Oregon, February 28, 1927.

11,300 cu.yds	Sub-base Course Surfacing	$ 2.40	$ 27,[illegible].00
6,050 cu.yds	Base Course Surfacing	2.55	15,[illegible].50
6,650 cu.yds	Top Course Surfacing	2.64	17,[illegible].00
4,350 cu.yds	Filler	.50	2,175.00
14,500 yd.mi	Filler Haul	.20	2,[illegible].00
	Sub-total		$67,[illegible].50
	10% Engr. & Cont.		6,[illegible].56
	Total		$73,761.06

Length of Project - 8.967 Miles

Cost per mile - $8,255.01

State Funds Available	$ 29,504.42
Federal Aid Requested	44,256.63
	$73,761.06

UNIT PRICE ANALYSIS

Plant Setup	$ .20
Quarrying and Crushing	1.15
Haul (2.6 Mi. @ 20¢)	.52
Placing and Finishing	.30
	$2.17
15% Profit	.33
Total	$ 2.50

Estimated differential prices as above.

#888-
21-QD-1
PP#11DC

H. H. HARRIS MACHINE WORKS

February 25, 1927.

H. H. Harris Machine Works,
Toledo, Oregon.

Dear Sirs:

We acknowledge receipt of your letter of the 22nd inst. enclosing statement of your claim in the sum of $106.55 against Knokenberg & Wittman, being for supplies furnished them in connection with their contract for the construction of a bridge over Depoe Bay on the Roosevelt Coast Highway near Otter Rock in Lincoln County.

We note that you expect us to see that the contractor pays the balance of money due you for supplies furnished him. In this connection we regret to advise that we are unable to do this due to the fact that we are not in position to verify the claim.

One of the requirements of the State Highway Commission in connection with state highway contracts is that the successful bidder must furnish the state with a surety bond, the purpose of which is to protect labor and material claims and all just debts, dues and demands. Such a bond was furnished by Knokenberg & Wittman in the present instance. The surety on this bond is The Independence Indemnity Company, Brownell-Slocum Insurance Agency, Inc. are the local agents, with offices in the Henry Building, Portland, Oregon. We would suggest that you file notice of your claim with this surety company and it is likely that you can secure satisfaction from them. In the event you do not secure satisfaction from the contractor or his surety then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in compliance with the terms of Section 8991, Oregon Laws, a mimeograph copy of which is enclosed for your ready reference.

The number of the contract awarded to Knokenberg & Wittman is state highway contract No. 888 and is for the construction of a bridge over Depoe Bay. Knokenberg-Wittman Company's address if 326 Board of Trade Building, Portland.

Very truly yours,

Roy A. Klein,
State Highway Engineer,
By

H. B. Glaisyer,
Chief Clerk.

HBG:S
Enc.1

Residence, 1135

ALL WORK GUARANTEED

We Overhaul Marine and Stationary Engines

H. H. HARRIS MACHINE WORKS

TOLEDO, OREGON

We Do a General Blacksmithing Business

FEB. 22 1927

WELDING

BRAZING

Dear Sir.-

ACETALENE CUTTING

This bill is left partly unpaid and the party

GRAB CUTTING

is moving his outfit so will send it to you for the

MILLING WORK

balance.We are in need of the money and expect you to

PISTON GRINDING

get it for us.

Very Truly

CYLINDER GRINDING

HH.H.HARRIS

PIN GRINDING

MRS H.H.HARRIS

VALVE GRINDING

From the H.H.HARRIS MACHINE WORKS FOR M/

SHAFTING WORK

SAW GUMMING

The Kuckenberg const. co. of portland oregon

work and material done for the parties on road

LATHE WORK

out of newport or near Rocky creek.

POWER THREADING

RING MAKING

#888
Welfare Dept Ainsley
The Independence Lbr Co
Brownell-Alsea Lbr Co
Harris Bldg

WE CARRY—

RECEIVED
FEB 25 1927
OREGON
STATE HIGHWAY COMMISSION

PISTONS, PINS

RINGS, VALVES

Kuckenberg
226 Board of Trade

ANSWERED
H. B. G.

ANSWERED
H. B. G.

TRY US. WE GO ANYWHERE AT ANY TIME TO ACCOMMODATE YOU

H. H. HARRIS MACHINE WORKS

AUTOMOTIVE SHOP

BRAZING
GEAR CUTTING
MILLING WORK
PISTON GRINDING
CYLINDER GRINDING
PIN GRINDING
VALVE GRINDING
BLACKSMITHING

WELDING

ACYTALENE CUTTING

SHAPER WORK
SAW GUMMING
LATHE WORK
POWER THREADING
RING MAKING
WE CARRY—
PISTONS, PINS
RINGS, VALVES

TOLEDO, OREGON, Dec. 17, 1926, 192..

PHONES 2130-2131

M. HUCKINBUNG CONST. CO.

		Net		Credits
	Forward			
	JUNE STATEMENT 1926			
	weld right side of frame	5	00	Exhibit
23	32 LB. of ½ in. plate at 10¢	3	20	
	44 lin. cut with torch ½ in. at 4¢ per.	1	76	
23	6 7/16 by 2" S.A.E. @ 11¢		66	
	6 " " 2½ " @ 12¢		72	
	Blade of 12 -10in. saw blades	2	50	
	12 7/16 nuts @ 5¢		60	
	12 " L.W. @ 1½¢		18	
	make one ½ by 2½ U. screw		50	
	2½ " L.F.		10	
25	2 pot steaks and two rod bush.		80	
	4 ½ by 1½ straps 16 in. long	1	00	
	Brazing and fitting same	1	00	
	2 hrs. installing sta.on same	3	00	
	4 3/8 legs		20	
	July	$18	72	

RECEIVED FEB 25 1927 ACCOUNTING DEPT.

H. H. HARRIS MACHINE WORKS

AUTOMOTIVE SHOP

BRAZING
GEAR CUTTING
MILLING WORK
PISTON GRINDING
CYLINDER GRINDING
PIN GRINDING
VALVE GRINDING
BLACKSMITHING

WELDING

ACYTALINE CUTTING

SHAPER WORK
SAW GUMMING
LATHE WORK
POWER THREADING
RING MAKING
WE CARRY—
PISTONS, PINS
RINGS, VALVES

TOLEDO, OREGON, DEC. 17, 1926, 192

PHONES 1126-1124

M. [illegible]

		Net	
	Forward		
	JULY	167	21
		18	72
	AUGUST 1926		
4	1 key		25
	2 ½ in. keys by 1¼		30
	machine 2/16 key seat in shaft and		
	making bushing 2 hrs.	3	00
	shim material		25
5	drilling for 2 -¼" set screws in sprocket		
	gear wheel, making key and assembling. 1hr.	1	50
7	24 -rot iron washers		24
	1 key		25
	2-2" sets 1¼		20
	[illegible]		
10	10# 3/16 by 1" @ 10¢ per.	1	00
	5 pieces cut		50
12	on dodge car (del) putting in new tie rod		
	bolt, reaming to fit [illegible] up		
	r[illegible] 2-5 nuts and 8 up rear wheel		
	and spark etc. 2 hrs.	3	00
	Putting in new tie rod bolt, and on rear wheel		
	flanges etc, 1½hrs.	1	90
	2-½ nuts -04¢		8
		$31	19

H. H. HARRIS MACHINE WORKS

AUTOMOTIVE SHOP

BRAZING
GEAR CUTTING
MILLING WORK
PISTON GRINDING
CYLINDER GRINDING
PIN GRINDING
VALVE GRINDING
BLACKSMITHING

WELDING

ACYTALENE CUTTING

SHAPER WORK
SAW GUMMING
LATHE WORK
POWER THREADING
RING MAKING
WE CARRY—
PISTONS, PINS
RINGS, VALVES

TOLEDO, OREGON, ..., 192....

PHONES 1123-1124

M. [illegible]

				No.	Cents	Credit
	Forward			31	10	
	Bal. august.					
16	1 cat. engine assembled on skids in					
	running order as per cont.			110	00	
21	8 5/8 hex. nuts @ 7½¢				60	
	8 5/8 bolts.				80	
19	½ hr. on rack for truck.				75	
	4 hrs. threading on block nuts			6	00	W Error.
20	24 ½ x 1 bolts @ 6¢			1	44	
	" " nuts.				48	
23	milling out for ties 1½ hrs			2	25	V Error.
27	4 3/8 by 1½ U S S bolts and nuts				48	
	2 hrs on mack truck radiator band saw exc.			3	00	
	3 7/16 by 2½ S A E bolts @ 12¢				36	
	3 " nuts @ 5¢				15	
	3 " L&W. @ 1½¢				8	
	2 5/8 Sq. nuts				6	
	1 W.				6	
	welding one hose connection.				50	
	weding alum. base.			3	00	
	Labour drill press and gringer			1	50	
	6 3/8 L.W. @ ½¢				3	
				$162	57	

H. H. HARRIS MACHINE WORKS

AUTOMOTIVE SHOP

BRAZING
GEAR CUTTING
MILLING WORK
PISTON GRINDING
CYLINDER GRINDING
PIN GRINDING
VALVE GRINDING
BLACKSMITHING

WELDING

ACYTALENE CUTTING

SHAPER WORK
SAW GUMMING
LATHE WORK
POWER THREADING
RING MAKING
WE CARRY—
PISTONS, PINS
RINGS, VALVES

TOLEDO, OREGON, ... 193.....

PHONES 1130-1134

M. KUCKENBURG

		Net		Credit	
	Forward	162	57		
	Bal. august.				
27	2 jun pistons 4¼ by 5	2	00		
	finished and fit pins	1	50		
28	1-¼ by 1½ bolts.		15		
	1- " nuts		6		
	2 3/8 by 1½ bolts-8		16		
	2 nuts		8		
	1 ¼ by 5 Bolts		10		
	1 nut		5		
	1 3/8 by 3½ B		14		
	¼ Nut.		6		
	1½ hrs on gas and bolts and assem. radiat r line	3	25		
		$176	06		

STATE OF OREGON

H. H. HARRIS MACHINE WORKS

AUTOMOTIVE SHOP

BRAZING
GEAR CUTTING
MILLING WORK
PISTON GRINDING
CYLINDER GRINDING
PIN GRINDING
VALVE GRINDING
BLACKSMITHING

WELDING

ACYTALENE CUTTING

SHAPER WORK
SAW GUMMING
LATHE WORK
POWER THREADING
RING MAKING
WE CARRY—
PISTONS, PINS
RINGS, VALVES

TOLEDO, OREGON, DEC 17 19[illegible]

PHONES 1124-1124

M. KUCK IMBURG CONST. CO.

	Formerd				No	
	Totle July and Aug.			270	06	
	September. 1926					
	Kcept one phone call to portland for fren				75	
1	2-¾"Sq.nuts				5	
	1 piece of gasket material				25	
	16# of 1½by 3/16 angle iron			1	60	
3	14 stove bolts				15	
	1½ hrs on truck			2	25	
2	3 hrs. going and comming & reintcarb.			4	30	
	Kne piece of gasket mat.3½ ft.				50	
	2 5/8 sq. nuts				5	
	2 3/4 " "				5	
	4-½ by1½ bolts(stove)				8	
	½ hr. on carb.				75	
4	2 3/8 by 2 bolts				20	
	2 nuts.				8	
	1 band saws[illegible] brazed			3	00	
7	2 3/4 Nuts.Sq				5	
	1 piece 3/4 " rod 8#				60	
	14 ft. 42 wire 6 ½				95	
10	1 tube of cement				75	
	2 hrs. on truckfor manfolds carb . etc.			3	00	
	2 -½ " S. A. E. Bolts				12	
				196	34	

H. H. HARRIS MACHINE WORKS

AUTOMOTIVE SHOP

BRAZING
GEAR CUTTING
MILLING WORK
PISTON GRINDING
CYLINDER GRINDING
PIN GRINDING
VALVE GRINDING
BLACKSMITHING

WELDING

ACYTALENE CUTTING

SHAPER WORK
SAW GUMMING
LATHE WORK
POWER THREADING
RING MAKING
WE CARRY--
PISTONS, PINS
RINGS, VALVES

TOLEDO, OREGON, ..., 192....

PHONES 1134-1124

M. KUCKenberg

		Sent		Net		Credit	
	Forward			196	34		
10	8-½" F.Wash				10		
	2 ½ hex.cast nuts.				12		
	1½ hrs.drilling out broken studs and						
	helping assemblemani. etc.			2	25		
20	one phone Salem for engine				75		
	one engine wholesale price			50	00		
20	work on magn. for truck				50		
	2 5/ 16 by 2" S.A.E.B				16		
	2 5/16 nuts.				6		
	3½ hrs. installing pump on crusher						
	engine and hooking up helping on elevator, Shaft &				25		
	Pump for crusher			7	50		
	1 8 oz. form gasket A .			1	00		
	second phone portland				50		
3	Pounding out wedges 3 hrs						
				269	78		150
							8 25
					14	78	

MATERIAL REC'D — Paid — INV. REC'D — EXT. O. K. — APPROVED — CHARGE — Bal. Down $106.53

STATE

#837-2100
PR 1100

February 9, 1927.

Globe Indemnity Company,
Martin & Campbell, Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 837 for the construction of the Siletz Bay-Rock Creek Section of the Roosevelt-Coast Highway in Lincoln County consisting of 8.97 miles of grading has been completed by the contractor, James Orick, and that final settlement will be made by the state with said contractor for work done under said contract on or after February 18th, 1927.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor on this contract was $161,038.52 of which amount $3,824.99 was force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gleisyer,
Chief Clerk.

Dict. by J. McFarland.

PR 110C

February 7, 1927

The Independence Indemnity Company,
Brownell-Slocum Insurance Agency,
Henry Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received from Mr. T. E. Hines of the Hines Plumbing Shop, Newport, Oregon, notice of his claim against Ruckenberg & Wittman in the sum of $1.05. This information is given you as you appear as surety on the bond furnished by Ruckenberg & Wittman in connection with their Depoe Bay bridge contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:EI

PR 110C

February 7, 1927

NOTED
J. S. SAWYER

Kuykendorg & Wittman,
324 Board of Trade Building,
Portland, Oregon.

Gentlemen:

This is to inform you that we have today received from Mr. T. E. Hines, Newport, Oregon, notice of his claim against you in the sum of $1.00, it being a claim against your Depoe Bay bridge contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaeyer,
Chief Clerk.

HBG:HI

PR 110C

RECEIVED
JAN 14 1927
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

1329 Sandy Boulevard,
Portland, Oregon.
January 8, 1927. -

NOTED
J. S. SAWYER

Oregon State Highway Commission,
Salem, Oregon.

NOTED
State Highway Engineer

Rocky Creek - Siletz Bay
Cont. 837 - James Crick.

Attention Mr. J. G. Sawyer.

Dear Sir:

My purpose in presenting this letter to your consideration is with the hope that its subject will merit a re-consideration and an adjustment on the final estimate of the above contract. My only claim is on your time and for your impartial judgment, which I believe is granted without asking.

This contract was awarded on July 28, 1926, and work was commenced immediately after the award. In the face of unexpected transportation and other di'ficulties that hindered construction activities on the South end of the contract, the entire work was carried on according to the progress scheduled in the specifications and was completed within the time specified. I feel that I have met with your entire co-operation and it is now gratifying to me that I did make special effort to conduct the work to your entire satisfaction and without complications to you or to the public.

My bid on this contract was about $12,000.00 below the second bidder, about $20,000.00 below the third bidder and I do not know how much below the Engineers estimate. I am enclosing the consolidated profit and loss statement covering the entire period of the operations, for whatever information it may be to you. The loss, as shown, is about $17,000.00, and in this case it can not, in my opinion, be entirely explained by the statement that my bid was too low. My bid for clearing and grubbing was about $14,000.00 below actual cost and I consider that I lost my expected profits on the one item where every opportunity was present and available to correctly estimate costs and that my failure to do so was due to my own poor judgment. On this one item my bid was too low; on the other items my bid could not have been necessarily adjudged too low.

Since the completion of this work and after the receipt of the final estimate I have had opportunity to analyze the costs of the work and I have found that wherever certain definite conditions existed, therein occurred my loss. I know where and why I lost, as well as the conditions that contributed to the loss.

On account of the nature of the material that predominates along the coast, and particularly on this contract, the cost of excavation with power shovels would normally resolve itself into a flat price basis, regardless of classification as defined by common, intermediate or solid rock material. The latter, as generally found on the coast, can usually be handled at no greater cost, and occasionally at less cost, than the other classifications, for the reason that the low cost of blasting and the gain in yardage through swell is practically absorbed by the decreased cost in hauling and dumping and sloping, as well as by the yardage often wasted in shooting. I believe that it is in recognition of this fact that bids are now taken on heavy coast construction contracts on a single classification basis or on a location classification basis, the latter in recognition of the fact that the method of excavation adapted to the location of the material is the major factor in determining the cost of the excavation.

The proposal on this contract called for a three classification bid, and in submitting my bid it was necessary for me to determine the price for each classification that would produce a certain total, which was really the basis of my bid and which was arrived at from the basis of flat price costs for each division of the work. As an example, a flat price bid of 55 cents per cubic yard was made for contemplated shovel work, and the unit prices were adjusted accordingly. This seemed to be logical, expedient and necessary.

The excavation on this contract presented itself as being divided between station work, fresno. work and power shovel work, and the work was bid and constructed accordingly. The station work was performed and payment was received in amount and unit price as contemplated, and the fresno work likewise, except as to amount performed. On a large portion of the power shovel work a condition predominated that was not disclosed by examination of the work and was not anticipated and could not have been anticipated in its seriousness by any available knowledge or experience. This condition caused greatly increased unit costs which were entirely unforeseen, and, furthermore, this same condition has so far operated as to inflict a further penalty on the Contractor by means of a great reduction in the amount received for the work as compared with the amount contemplated by the basic bid.

As a definite illustration of this, Mile No. 1 is taken. This is the mile nearest Rocky Creek, completion of which was required by May 31, 1926. The preliminary estimate of Mile No. 1 is given below, with the bid prices extended so as to show the actual flat price or basis bid for this mile.

Common Excavation	19694 CY	.40	7877.60	
Intermediate "	3066	.50	1533.00	
Solid Rock "	7320	.90	6588.00	
Total "	30080		15998.60	(Flat Price .533)

Unit grading costs on this mile were the heaviest of any mile. The predominating material was "mud," very wet black mud, quicksand mixed with clay and streams heavily laden with mud. Excavation was made with a Northwest Gas shovel and hauling was done with cars and track, with wagons, and finally with light trucks supported on mats and planks.

Double mats were required to support the caterpillar type shovel and generally double planking was used for the trucks. It was strictly wet excavation and the worst I have ever seen, there being so much water that special methods had to be used continually to carry it during construction. The amount of water encountered would probably dissolve the class of material generally classified as solid rock on the coast. The class of excavation found was not contemplated and consequently was not provided for in the specifications. Anyone having seen this work before construction, during construction, and after construction would admit this fact, and realize the great difficulty and expense incurred on this account. Actually, it is a fact that more than the entire total loss was taken on the South three miles; there was a small profit on the North six miles.

Below, and for Mile No. 1, is the final estimate. (An allowance of 203 CY of solid rock, given in this mile to cover a portion of the expense of constructing a temporary road, has been excluded below)

Common Excavation	27596 CY	.40	11038.40	
Intermediate "	7160 CY	.50	3580.00	
Solid Rock "	0	.90		
Total "	34756		14618.40	(Flat Price .420)

According to the preliminary estimate of this mile the logical and basic bid was .533 per cubic yard and this was the price contemplated for this work under ordinary conditions. Although extraordinary conditions were found and unusual and unforeseen expense incurred, the price received was over 20% less than the price contemplated. Therefore on this mile, wherein greatly increased unit costs occurred, it has been

possible to exact a further penalty of $3927.43.

We all recognise that the real intent of classification is to compensate according to the costs found for various classes of material in the state they occupy when found. I believe that what might be called a geological definition is incidental, rather than principal and pertinent to the real intent and purpose. I believe that the conditions here constitute one of those unusual cases wherein it is clear that the intent of both parties, through the fault of neither, can not be expressed in the terms of the specifications. I know it is entirely beyond your intention to wilfully enforce an inequitable condition, and I submit, therefore, that in this case a special construction should be made so as to conform the specifications with the intention of the parties concerned, and that it would be fair and proper to compensate for the conditions found by some reasonable means, possibly, even, by a solid rock classification.

The reimbursement sought under the above is for two separate propositions: First, on the power shovel work the amount paid is less than the basic bid. Second, on the work as a whole reimbursement is sought to cover the occurrence of unforeseen and unusual conditions that were not anticipated and were not provided for in the proposal or in the specifications. Under the first proposition the thought might arise that on the work as a whole the approximate preliminary classification has been given on the final. Before taking this into consideration I ask that you kindly refer to the enclosed sheet, which shows a proper comparison between the preliminary and the final estimates.

We have talked sometimes about the extra cost in transportation on account of the slide that occurred on the Hampshire contract, blocking the road completely from August 10th until late in October. I have prepared a tabulation of these extra costs, and it is in considerable detail. I will not burden you with this detail, and will merely state for your information that 393 tons of supplies and material were involved and that the extra cost was $4999.71. By extra costs is meant the additional expense incurred in handling supplies over the slide and by shipping via Siletz Bay and transporting in wagons, over and above the estimated expense that would have been incurred had the road not been blocked and had there been uninterrupted communication with Toledo and the railroad.

I can not truthfully see wherein you were responsible either for the slide or for the conditions following the slide. I did not realize its seriousness to my work at the time. Had I done so I would have sought relief from the requirement that work be commenced on the South end of the contract, and I would have probably been successful in securing this relief. At the time and prior to the time

bids were received there was a passable road from Toledo to the South end of the work, and this end was the logical end of the workupon which to commence operations. There was no penalty anticipated in the inclusion of this provision and there was none intended. That there was in fact a penalty and that there was a loss incurred was merely an accident. I do not wish to press you for any consideration on account of the loss taken because of the slide, as I believe that in the relief sought on the excavation items you will agree that there is merit, and I feel confident that there will be a way in which I can be allowed what I feel that I am entitled.

I have reconciled myself to a loss on this work and the reimbursement sought is a modest sum. Suppose that I was to donate one and one-half years of my time and $8000.00 toward the actual cost of this work, that would be the facts of the matter if you should find it possible to increase my final estimate by $9,000.00. This amount is about the amount saved by the State as represented by the difference between the preliminary and the final estimate, and this saving was due to conditions that were my misfortune.

As promised, I have claimed considerable of your time, and now I leave this matter in your hands for the impartial judgment that I feel assured of and for the relief that I feel entitled to.

Yours very truly,

James Crick

James Crick - Contractor.

Encs.
cc Mr. Klein

JAMES CRICK - CONTRACTOR

SILETZ BAY - ROCKY CREEK SECTION, ROOSEVELT COAST HIGHWAY

PROFIT AND LOSS STATEMENT PERIOD ENDING DEC. 31, 1926.

Construction Revenue Engineers Estimates

Clearing and Grubbing	17000.00		
Extra Clearing and Grubbing	2670.93	19670.93	
Grading		120335.50	
Concrete Culvert Pipe		13838.86	
Lumber and Timber		3368.25	
Force Account Work		3824.99	161038.52

Construction Expense

Clearing and Grubbing		29482.64	
Grading		117645.77	
Concrete Culvert Pipe		13332.21	
Lumber and Timber		3210.17	
Force Account Work		3415.12	167085.91
CONSTRUCTION LOSS			6047.39

Operating Expense

Surety Bond Premium	2445.52		
Marine Insurance Premium	274.48	2720.00	
Camp Operation Expense			
Camp Installation	3615.16		
Less Mess and Commissary Gain	1125.34	2489.82	
Superintendence and Office Expense		3047.24	
Interest Expense	1976.12		
Less Discounts on purchases	203.85	1772.27	
Sundry General Expense		234.90	
Dismantling Outfit and Storage to December 31, 1926		626.85	
OPERATING EXPENSE TOTAL			10891.08
CONSTRUCTION AND OPERATION NET LOSS			16938.47

Accompanying letter dated Jan. 8, 1927,
Signed James Crick.

Oregon State Highway Commission,
Salem, Oregon.

Rocky Creek - Sileys Bay Section, Roosevelt Coast Highway.
Comparison preliminary and final estimates:

In preparing the summary of quantities upon which bids were taken an error in tabulating the yardage in Mile No. 5 was made on the summary sheet. A total of the yardage shown on the original profile for this mile shows that the estimated amount of solid rock was not included in the totals for the mile. The amount is 7170 cu. yds., net quantities. This correction is taken into consideration in the tabulation below, so that the true relationship can be shown between the actual preliminary estimate and the final estimate.

		Preliminary Estimate	Final Estimate
Common Excavation	CY	117,000	106,753
Intermediate Excavation	"	35,000	49,240
Solid Rock Excavation	"	61,000	49,634
Totals		213,000	205,627

Taking into consideration the inclusion of the solid rock shown on the plans but accidentally omitted from the proposal (7170 CY) the amount of the proposal compared with the amount of the final estimate would be as follows:

Preliminary Estimate	169,488.00
Final Estimate	161,038.52
Difference	8,449.48

Accompanying Letter dated Jan. 8, 1927,
Signed James Crick.

OREGON STATE HIGHWAY DEPARTMENT — ITEMIZED

[illegible] DEPARTMENT — ITEMIZED BID [illegible]

| | | |

#488

Josephine County

PR 110C

December 14, 1926.

Kuskenberg & Wittmer,
826 Board of Trade Bldg.,
Portland, Oregon.

Gentlemen:

Please be advised that the time limit on your contract No. 282 for the construction of a bridge over Rogue River will expire on December 31st, 1926.

Kindly make application for further extension of time on this contract and have your application accompanied by the written endorsement of your surety on your bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Dinsmore,
Chief Clerk.

Dict. by J. McFarland.

#888-210B-1

FP 110C

October 23, 1926.

Mr. William C. Smith,
Newport, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 18th instant in which you advise us of your claim against Hostmberg & Whitman, as being for labor performed for them in the sum of $257.20, in connection with their contract for the construction of the Depoe Bay Bridge.

In reply will say that in connection with this contract, as in all State Highway Contracts, the successful bidder was required to furnish the State Highway Commission with a bond which is for the purpose of protecting labor claims and just demands. This for your protection, in the amount of your claim and we would suggest that in the event that you continue to have difficulty in settling with Hostmberg & Whitman that you file the notice of your claim with the surety on this bond, who in this instance is the Independence Indemnity Co., Brown & Slocum Insurance Agents, Inc., 400 Henry Bldg., Portland, Ore. In the event that you secure no satisfaction from the surety company, you have the option of the courts and should file notice of your claim with the Secretary of State, as provided for in Sec. 3691 of the Oregon Laws, a mimeographed copy of which is enclosed herewith.

Very truly yours,

Roy A. Klein,
State Highway Engineer.

By H. B. Glaisyer,
Chief Clerk.

HBG:AK

Encl.

#588-21004

PR 1100

Newport, Oregon
Oct 18/1926

RECEIVED
OCT 19 1926
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

State Highway Bridge Dept.
Salem, Oregon

Dear Sirs:

In regards to the construction of the Depoe Bay Bridge contractors Kuckenberg and Wittman have not yet paid me for work with truck for dept. They also promised me my board but in the account they have even deducted that.

Could you please inform me as to what steps I might take to get this?

Number of hours 252 @ 1.50	$378.—
120 gal gas	25.80
Hospital Board. H.B.C.	1.00
	22.50
	$327.20 Bal

Thanking you in advance.

Yours truly.
Wm C Smith

...r of the 18th instant
...y Kuckenberg and Wittman
...th of September which
...ted that in the event
...from Kuckenberg and Wit-
...company on the bond for-
...which in this instance
...e Insurance Agents, Inc.,
...d is your protection and
...y all successful bidders
...of all claims on such

If you have difficulty in securing satisfactory adjustment or settlement with the surety company who are equally responsible for the claim as is the contractor, then you still have recourse in action of the courts and would suggest that you file notice of your claim with the Secretary of State, as provided by Section 2991 of the Oregon Laws, a mimeographed copy of which is enclosed.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By H. H. Glaisyer,
Chief Clerk.

HHG:AK

Encl.

October 23, 1926.

Mr. Harry Thomas,
Newport, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 18th instant in which you advise us of the balance due you by Knolmberg and Witteman for services performed for them during the month of September which amount to a balance of $395.02. We would suggest that in the event you have difficulty in collecting this amount from Knolmberg and Witteman that you file notice of your claim with the surety on the bond furnished by them to the State Highway Commission, which in this instance is the Independence Indemnity Co., Brown & Sloeum Insurance Agents, Inc., 400 Henry Building, Portland, Oregon. This bond is your protection and we might add that a similar bond is furnished by all successful bidders on State Highway work and is for the protection of all claims on such a contract for labor, materials, etc.

If you have difficulty in securing satisfactory adjustment or settlement with the surety company who are equally responsible for the claim as is the contractor, then you still have recourse in action of the courts and would suggest that you file notice of your claim with the Secretary of State, as provided by Section 2991 of the Oregon Laws, a mimeographed copy of which is enclosed.

Very truly yours,

Roy A. Kloin...
State Highway Engineer

HBG:AK

By H. B. Glaisyer,
Chief Clerk.

ENCL.

RECEIVED
OCT 19 1926
STATE HIGHWAY COMMISSION

CC PR 1100.

Newport, Ore.
Oct. 18, 1926.

Dear Sirs:

In regards to the construction of the Depoe Bay Bridge, Contractors Luckenberg and Wittman have not paid for work with truck for month of September. Would you please inform me as to what proceding to take to get this.
Numbers of hours 275 @ $1.50 per making a total of $412.50
expenses and gas $27.48 (Total $395.02

H. B. G.

Due me

EBG:AK
ENCL.

By E. B. Glaisyer,
Chief Clerk.

Yours Truly,
Harry Thomas.
Newport,
Ore.

RDG:AK

By H. D. Gleimyer,
Chief Clerk.

PR 1100.

October 23, 1926.

Independence Indemnity Co.,
Brown & Sloeum Insurance Agents, Inc.,
600 Henry Bldg.,
Portland, Oregon.

Gentlemen:

We enclose herewith for your information a copy of a letter we have today received from Mr. Harry Thomas of Newport, Oregon in which he states that he has a claim of $585.00 against Kuckenberg & Wittman for services performed for them during the month of September in connection with their contract for the construction of the Depoe Bay Bridge in Lincoln County.

This information is given you as you appear as surety on the bond furnished by Kuckenberg & Wittman in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

HBC:AK
ENCL.

By H. B. Glaisyer,
Chief Clerk.

PR 110c

MKL.

October 23, 1926.

Independence Indemnity Co.,
Brown & Sloocm Insurance Agents, Inc.,
400 Henry Building,
Portland, Oregon.

Attn: H. O. Leigh.

Gentlemen:

We enclose herewith a copy of a letter which we have today received from Mr. William C. Smith of Newport, Oregon concerning claim against Knickenberg & Wittman amounting to $267.50 for labor performed for them in construction of the Depoe Bay Bridge in Lincoln County.

This copy is sent to you as you appear as surety on the bond furnished by Knickenberg & Wittman in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer.

MKL:AK

By H. B. Glaisyer,
Chief Clerk.

MKL:AK

MKL.

CC

CPR 110C

October 23, 1926.

Mackenberg & Wittman Co.,
226 Board of Trade Bldg.,
Portland, Oregon.

Gentlemen:

Enclosed please find copy of a letter today received from Mr. Harry Thomas of Newport, Oregon, in which he advises us of his claim against you in the sum of $385.02 being for work performed for you with a truck during the month of September, in connection with your contract for the construction of the Depoe Bay Bridge.

Very truly yours,

Roy A. Klein,
State Highway Engineer.

HDH:AK

By H. D. Glainyer,
Chief Clerk.

Encl.

PR 110c

UNITED STATES DEPARTMENT OF AGRICULTURE

October 23, 1926.

Enstenberg & Wittman,
224 Board of Trade Bldg.,
Portland, Oregon.

Gentlemen:

Enclosed please find a copy of a letter today received from Wm. C. Smith of Newport concerning his claim against you in connection with your contract for the construction of the Depoe Bay Bridge in Lincoln County. This letter is self-explanatory.

Very truly yours,

Roy A. Klein,
State Highway Engineer.

RAK:AK

By H. B. Glainyer,
Chief Clerk.

Enc.

PR 110C

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1,

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

October 18, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project No. 110-C, Siletz Bay-Rocky Creek section of the Roosevelt Coast Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By A. F. Morris
Acting

Aupr683

Oregon Federal Aid Project No. 110, Section C.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 15, 1925, by the State Highway Commission of Oregon, and on October 3, 1925, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 110, Section C; and

WHEREAS, the said State Highway Commission has requested approval for a revision of the plans, specifications and estimates approved for Section C of said project to provide for the construction of the Depoe Bay Bridge, thereby increasing the length of said Section C from 8.906 miles to 8.957 miles; and by reason thereof has requested that the estimate of cost approved for said Section C be increased from $179,338.50 to $233,376.00, and that the Federal funds approved and set aside to the credit of said Section C be increased from $107,603.10 to $140,025.60;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for Section C of said project be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of one hundred forty thousand, twenty-five and 60/100 dollars ($140,025.60) as the share of the United States payable under said act on account of Section C of said project, which does not exceed 62.25 per cent of the total estimated cost thereof."

Article II shall read:

"Article II. This agreement covers the following road, as described in detail in said surveys, plans and specifications:

Between survey station 92 about 500 ft. north of Rocky Creek at the north end of Section A of said project, and survey station 555+90 about two-thirds of a mile south of Siletz Bay at the south end of Section B of said project, terminal points, a distance of 8.957 miles, known locally as the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway between Coos Bay and Hebo, Lincoln County, being Section C of Oregon Federal Aid Project No. 110."

Article IV shall read:

"Article IV. The United States pro rata share of the cost of Section C of said project shall not in any event exceed (a) the said sum of one hundred forty thousand, twenty-five and 60/100 dollars ($140,025.60), certified to the Secretary of the Treasury as above mentioned, being less than 62.35 per cent of two hundred thirty-three thousand, three hundred seventy-six and 00/100 dollars ($233,376.00), the approved total estimated cost of Section C of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section C of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, The State Highway Commission of Oregon on the 16th day of August, 1926, and the Secretary of Agriculture on the 30th day of September, 1926.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By J. H. Bloss Jr.
Member, State Highway Commission

By W. H. Graham
Member, State Highway Commission

R. H. Lewis
Acting Secretary of Agriculture

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS FOR PROJECT NO. 112

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 92 about 500 ft. north of Rocky Creek at the north end of Section A of said project, and survey station 555+90 about two-thirds of a mile south of Silets Bay at the south end of Section B of said project, locally known as the Silets Bay-Rocky Creek Section of the Roosevelt Coast Highway between Coos Bay and Hebo, Lincoln County, and designated in the records of this Department as Project No. 110 Section C of, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 233,376.00 in lieu of the $107,603.10 approved by Certificate of Oct. 3, 1925, as the total estimated cost of said project, and the sum of $ 140,025.60/ Section C of as the share of the United States, payable under said acts on account of such project, which does not exceed 60.00 per cent of said total estimated cost.

Done at the city of Washington, this 30th day of September one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

R. N. Elmlaf

ACTING Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4829

#837-210D
PR 110C

1911—FIFTEENTH ANNIVERSARY—1926

GLOBE INDEMNITY COMPANY

A. DUNCAN REID, PRESIDENT
NEWARK, N. J.

PACIFIC DEPARTMENT
SAN FRANCISCO, CALIF.

J. E. McGOVERN CO.
GENERAL AGENTS
544 PEYTON BLDG.
SPOKANE, WASH.

RECEIVED OCT 18 1926

October 15th, 1926.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen;

Your letter of October 7th, addressed to Martin and Campbell, Agents for the Globe Indemnity Company, Portland, was forwarded to this office.

No claims of any kind have been filed in connection with the bond written for Mr. Crick for contract Number 837, Siletz Bay- Rocky Creek Section, Roosevelt Coast Highway.

Yours truly,

J. E. McGovern

FORM 88 A&S 2000-1-26

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

September 29, 1926

PP 110C
21 PD

Hartman & Hartman,
Burke Building,
Seattle, Washington.

Gentlemen:

This will acknowledge receipt of your letter of September 16, in regard to right of way for the Roosevelt Coast Highway over land of your clients in Lot 2, Section 10 and Lots 5 and 6, Section 11, Township 8 south, Range 11 west, W. M.

Please be advised that all rights of way for state highways in Oregon are secured by the county in which the road lies, and in this particular instance, we are advised that Lincoln County secured the rights of way over and across these tracts by the process known as the resolution method. We do not have a record of the report of the viewers, and so are unable to tell what damage, if any, was allowed your clients.

It is suggested that the matter be taken up directly with Lincoln County, who will, no doubt, be in a position to give you the information desired.

We will be glad to offer any assistance or information we may have in the matter.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. S. Sawyer
Division Engineer .

JSS:AP

CC Co. Court of Lincoln Co.,
Toledo, Oregon.

#837-210D

OP 110

July 28, 1926.

Clearing Bureau of Contract Investigation,
625 Market Street,
San Francisco, California.

Attention H. J. Douglas, Secty. & Treas.

Gentlemen:

In response to your inquiry of July 23rd relative to the James Crick contract No. 837, Siletz Bay-Rocky Creek Section of the Roosevelt-Coast Highway in Lincoln County we wish to advise that this contract was 72% complete on June 20th, 1926. The total amount paid the contractor to that date was $100,325.78 and the retained percentage is $12,227.62.

The completion date on this contract is October 31, 1926.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#837-

Clearing Bureau of Contract Investigation
INCORPORATED
625 Market Street
H. E. WOOD, PRESIDENT
H. J. DOUGLAS, SECY & TREAS.
TELEPHONE KEARNY 848

OFFICE OF
SECRETARY AND TREASURER

SAN FRANCISCO

July 23, 1926

Mr. Roy A. Klein,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

In your letter of May 8, 1926, replying to our letter to you of May 6th, you were good enough to advise that a certain portion of the work under the contract of James Crick on the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway was to be completed by May 31st and the balance would not be completed until October 31st of this year.

Can I trouble you to advise us as to the present condition of the contract and if, in your opinion the work is progressing to your satisfaction?

Thanking you to let us have a prompt reply, we are,

Oct-11-

Yours very truly,

Completion date is Oct-31-1926
Clearing Bureau of Contract Investigation.

Coil to June-20-110,325.78
Returned- 12,227.63
72% Complete on June-1-

H. J. Douglas

By: H. J. Douglas
Secretary & Treasurer

D:MM

Form 39—29449—2 M—10-25.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

09 110 C

Date July 24 1926

Job Name Rocky Creek-Siletz Bay Section

Week from July 17 to July 24

Highway Roosevelt-Coast

Mail Address Toft, Ore

County Lincoln Job Prefix ZI P.D.

Telegraph or Telephone Address "

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Crites shovel forced to quit cut Sta 318 as well have to shoot balance of cut

Started digging on Cut Sta 320 on Wednesday.

Hamiltons shovel finished rock cut and fill from 215 to 227

Teams grading on North approach to Fogarty Creek all rock, in wet sand.

Hamilton has 3-4 ups finish grading from Sta. 130 to 212 completed

RECEIVED JUL 26 1926

(See back of this sheet for instructions and detailed information.)

Signed W. H. Stiffler

Title Res Engr.

GRADING CONSTRUCTION

Total miles of grading on project 9.04

Miles completed 4.1

Miles completed except finishing 5.5

Miles covered by contractor's forces 0.5

Miles cross-sectioned 8.9

Miles cross-sections completed and checked 7.5

Miles to be remeasured 0.6

Number men in Engineering Party 3

Contractor's average force for week 56 men,

26 teams, 2 60S steam shovels

Grading work will be completed about Sept. 30, 26

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 21 P. D. Percentage 100%

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

June 7, 1926

FH 110-C

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate for modified agreement on the Siletz Bay-Rocky Creek Section, Oregon Project No. 110-C.

This estimate has been prepared to cover the construction of the Siletz Bay Bridge.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeArmas/AP

Encls.

Oregon State Highway Department — Project 116-C

SILETZ BAY-ROCKY CREEK SECTION OF THE ROOSEVELT COAST HIGHWAY

IN LINCOLN COUNTY

(Estimate as basis for modified agreement. Revised to include the DePoe Bay Bridge.)

Salem, Oregon, June 5, 1926.

All Required	Clearing and Grubbing		$ 17,500.00
117,500 cu.yds	Common Excavation	.40	46,000.00
35,000 cu.yds	Intermediate Excavation	.50	17,500.00
53,000 cu.yds	Solid Rock Excavation	.90	47,700.00
300,000 sta.yds	Overhaul	.02	6,000.00
1,000 lin.ft.	12" Concrete Pipe	1.60	1,600.00
1,000 lin.ft.	18" Concrete Pipe	1.75	1,750.00
800 lin.ft.	24" Concrete Pipe	4.00	3,200.00
370 cu.yds	Class "A" Concrete	22.00	8,140.00
30 cu.yds	Class "B" Concrete	22.00	660.00
29,000 lbs	Metal Reinforcement	.10	2,900.00
44 M.F.B.M	Lumber and Timber	75.00	3,300.00

DePoe Bay Bridge

60 cu.yds	Excavation	5.00	300.00
10 cu.yds	Excavation below plans	10.00	100.00
725 cu.yds	Class "A" Concrete	37.00	26,825.00
220 cu.yds	Class "B" Concrete	37.00	8,200.00
160,000 lbs	Metal Reinforcement	.06	9,600.00
610 lin.ft	Handrail	5.00	3,050.00
	Sub-total		$ 212,100.00
	10% Engr. & Cont.		21,210.00
	Total		$ 233,310.00

Length of Project 8.957 Miles
Cost per mile, including bridges over 20' Span $ 26,055.15
Cost per mile, excluding bridges over 20' Span $ 20,479.44

State Funds Available - $ 93,350.40

Federal Aid Requested $ 140,025.60

$ 233,376.00

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

June 2, 1926.

R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to estimate received for Depoe Bay bridge, Oregon Federal aid project #110-C.

In submitting revised estimate based on contract prices for this project, the original work shown on the project agreement estimate should also be shown, as the revised estimate is for the purpose of modifying the project agreement.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

June 3, 1926.

21 29

Mr. Chas. M. Larsen,
Siletz, Oregon.

Dear Sir:

Complying with your request in your letter of May 15th in regard to the purchase by the state of Oregon, through its Highway Commission, of Lot 3, Section 18, T. 9 S., R. 11 W. W. M., for public park site purposes, I enclose herewith certified copy of Chapter 231, Laws of Oregon for 1925, authorizing the State Highway Commission to acquire lands of this nature and also a certified copy of the resolution of the State Highway Commission directing and authorizing the writer to enter into the above negotiations.

We trust these papers will be all that is necessary to complete the transaction but in case anything else is required along that line we will be pleased to furnish them to you.

Yours very truly,

J. S. Sawyer,
Division Engineer.

JSS:LM
Encls.

cc. File

OREGON STATE HIGHWAY COMMISSION

Bridge over DePoe Bay - Oregon Federal Aid Project No. 110-C

Estimate with plans. Not as basis for project agreement

Salem, Oregon.
May 24th, 1926

Excavation	60 cu. yds.	at	$5.00	$300.00
Exc. below elev. shown	10 cu. yds.	at	5.00	50.00
Class A Concrete	725 cu. yds.	at	29.00	21,025.00
Class D Concrete	250 cu. yds.	at	29.50	7,375.00
Metal reinforcement	160,000 lbs.	at	.06	9,600.00
Handrail	610 lin. ft.		4.75	2,897.50
	Sub-total - - - - - - - - -			$41,247.50
	+ 10% engineering & contingencies			4,124.75
	TOTAL COST - - - - - - -			$45,372.25

State funds available - - $18,148.90

Federal aid requested - - $27,223.35

May 8, 1926.

Clearing Bureau of Contract Investigation,
625 Market Street,
San Francisco, California.

Attention Mr. H. J. Douglas,
Secretary and Treasurer.

Gentlemen:

In reply to your letter of the 6th inst. regarding the status of work of James Crick in connection with his contract for the Silets Bay-Rocky Creek Section of the Roosevelt Coast Highway, will say that investigation of our files reveals that there was a typographical error made in stating the percentage of work completed on October 30th. We should have stated 26 per cent instead of 60 per cent.

Up to April 30th of this year our records show that Mr. Crick had completed approximately 61 per cent of his contract. There had been paid to him up to that date the sum of $25,143.18. Our retained percentage is $13,227.63; force account work in the sum of $2,935.91 has been performed.

We stated in our letter of November 18, 1925, that a portion of this work was to be completed by May 31, 1926 but the balance would not be completed until October 31, 1926. In so far as we are advised at the present time these estimated dates of completion are still good.

Very truly yours,

ROY A. KELLY,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

#837-Lincoln

Clearing Bureau of Contract Investigation
INCORPORATED
625 Market Street
H. E. WOOD, PRESIDENT
H. J. DOUGLAS, SECY & TREAS.
TELEPHONE KEARNY 849

OFFICE OF
SECRETARY AND TREASURER

SAN FRANCISCO

May 6th, 1926.

RECEIVED
MAY 8 1926
STATE HIGHWAY
OREGON

Oregon State Highway Commission,
Salem, Oregon.

Attention: Roy A. Klein, State Highway Engineer.

Dear Sir:

On November 18th you were good enough to reply to our letter of November 16th respecting the condition and progress of the work being performed by James Crick on the contract for the Siletz Bay Rocky Creek Section of the Roosevelt Coast Highway, Lincoln County, and at that time you advised that, in your opinion, the work was expected to be completed about May 31st, this year.

It will be very greatly appreciated if you will again favor us with advices as to the present condition of this contract and with respect to progress, estimated date of completion and amount paid to the contractor to date.

Thanking you very much for the courtesy of a prompt reply,

Your very truly,

Clearing Bureau of Contract Investigation,

By: H.J. Douglas,
Secretary & Treasurer.

Paid to 4/30-20 - $85,143.18
Retained - 12207.63
Force account - 2935.41
61% Completion 4/30.20.
Will be Completed about Oct-31-1926

D/M

#837 - EIPD
OG-110 C

April 27th, 1926.

Mr. C. R. Dahn,
Vice President,
The American Bank of Spokane,
Spokane, Washington.

Dear Sir:

We have your letter of the 26th instant in which you request that pending receipt of the consent of the surety on Mr. Crick's bond, that payments to Mr. Crick be forwarded to him in the regular course of business.

We wish to advise that it will be entirely satisfactory with us to carry out your wishes as stated, and payments will go forward to Mr. Crick in the regular manner, until the consent of the surety is obtained.

It may interest you to know that we have today received a letter from the surety on Mr. Crick's bond, requesting additional information. This, we are supplying today.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

THE AMERICAN BANK
OF SPOKANE

April 26, 1926

RECEIVED
APR 3[illegible] 1926
OREGON
STATE HIGHWAY COMMI[illegible]

Oregon State Highway Commission,
Salem, Oregon.

Attention: H. B. Glaisyer, Chief Clerk.

Gentlemen:

You wrote us on April 16 regarding an assignment of James Crick, covering estimates to become due him on contract No. 837, Rocky Creek Siletz Bay Section of the Roosevelt Coast Highway.

In your letter you advised that before you could accept the assignment, it would be necessary to have the written endorsement of Mr. Crick's surety on his bond. You also advised that the payments which were to become due would be held in your office pending the receipt of the consent from the Surety.

It now appears that there will be some delay in securing this consent from the Surety and we, therefore, kindly ask that the payments, which will become due Mr. Crick, be forwarded to him in the regular course of business, until you receive such consent.

Yours truly,

C. R. Dahn.
Vice President.

CRD:MC

#837

April 27th, 1926.

Globe Indemnity Company,
Martin & Campbell, General Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We have today received your letter dictated by RCM-J, concerning the assignment of moneys due Mr. James Crick in connection with State Highway Contract No. 837, which was awarded to him for the grading of the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway in Lincoln County.

In reading over your letter, it seems that you are under a misapprehension as to just what our requirement is. For this reason, we will explain it fully.

In connection with all state highway contracts, the successful contractor is required to furnish a surety bond, which is for the purpose of protecting all labor and material claims and all just debts, dues and demands incurred against the project, as well as to guarantee the satisfactory completion of the project. In connection with the contract awarded to Mr. Crick, such a surety bond was furnished in the sum of $81,517.50. This bond was dated August 11th, 1925, and executed by James Crick, principal, and the Globe Indemnity Company by C. A. Campbell, Attorney in Fact, as surety, and is counter-signed by Martin & Campbell, Resident Agents.

In connection with a good many of our state highway contracts, the contractors find it convenient to arrange with the various banks to finance them during construction operations, and in a good many instances, the banks require that the contractor assign to them payments due and to become due the contractor from the State Highway Commission for work completed. These payments are made to the contractor by the Highway Commission each month. It is our practice to require that the contractor furnish us with the consent of the surety to such assignments, so that the bond will not be prejudiced in any way. We do not honor an assignment of this kind unless we have a letter from the surety company stating that it is satisfactory that payments be made in accordance with the terms of the assignment.

We have no definite knowledge as to just what arrangements Mr. Crick had with the American Bank of Spokane. However, we presume that the assignment was made in consideration of moneys advanced to

him by this bank to carry on his construction operations, and all that is now necessary to complete the assignment is to receive a letter from you stating that it is satisfactory with the Globe Indemnity Company as surety on the bond, that payments be made to the American Bank, in conformance with the terms of the assignment. We are enclosing herewith a copy of the same for your further information.

Referring again to your letter of the 24th instant, the second paragraph of which refers to the bond executed by yourself as agents for the Globe Indemnity Company, in connection with the loss of warrant No. 91458, will say that this is a separate matter altogether, and has no connection whatever with the bond furnished in connection with Contract No. 837.

We trust that we have explained our requirement to your entire satisfaction, and if so, and it is your intention to consent to the assignment in question, we will be pleased to have your consent at an early date so that future payments may be made in conformance with the terms of the same.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

ERSARY 1926

GLOBE INDEMNITY COMPANY

A. DUNCAN REID, PRESIDENT
NEWARK, N. J.

PACIFIC DEPARTMENT
SAN FRANCISCO, CALIF.

MARTIN & CAMPBELL
GENERAL AGENTS
WILCOX BLDG., SECOND FLOOR
WASHINGTON AT SIXTH STREET
PORTLAND, OREGON

April 24, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Mr. James Crick has mailed us the copy of your letter dated April 16th, addressed to the American Bank at Spokane, in connection with the assignment of the moneys due or which will become due on the contract undertaken by James Crick, No. 837, Rocky Creek-Siletz Bay Section of the Roosevelt-Coast Highway in Lincoln County. This letter is signed by Mr. H. B. Glaisyer and was dictated by Mr. J. McFarland.

This letter speaks of an endorsement by the surety, which will be necessary before it will be acceptable to your office. According to our view point, the assignment has no bearing on the bond which was executed by the Globe. The bond which we executed as Agent for the Globe Indemnity Company was furnished in connection with the loss of Warrant No. 91458. This bond protects the State in the event the original warrant should turn up, be presented for payment, and paid. The warrant was issued in payment of work already performed. The letter you have written to the Bank speaks of an assignment of moneys due or which will become due upon Contract No. 837.

If it is necessary to have an endorsement in connection with the negotiation of the warrant, will you please write us the details of the transaction and we will be in a position to make the necessary endorsement when the warrant is presented to us for signature.

Please let us hear from you in reference to this matter, as the matter as it now stands is rather hazy, and before signing the endorsement which you mention, we want a complete understanding of the facts.

Thanking you very kindly,

Very truly yours,

Martin & Campbell
Gen'l Agents.

ROM/J

April 14, 1926.

The American Bank.
Spokane, Washington.

Attention G. E. Kuhn, Vice President

Gentlemen:

Receipt is acknowledged of your letter of April 13th enclosing an assignment in your favor covering moneys due or which will become due James Crick on his contract No. 857, Rocky Creek-Siletz Bay Section of the Roosevelt-Coast Highway in Lincoln County.

Please be advised that before this assignment can be accepted upon by the Highway Commission it will be necessary to have the written endorsement of Mr. Crisks surety on the bond furnished in connection with this contract which in this instance is the Globe Indemnity Company for whom Martin & Campbell, Corbett Bldg., Portland, Oregon are agents, consenting to such an assignment. This assignment and any payments which will become due will be held at this office pending the receipt of the above mentioned consent of surety.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gladmyer,
Chief Clerk.

Dist. by J. McFarland.
cc Mr. James Crick, Taft, Oregon.

#837-

THE AMERICAN BANK
OF SPOKANE

RECEIVED
APR 16 1926
OREGON
STATE HIGHWAY COMMISSION

April 15, 1926

Highway Department,
State of Oregon,
Salem, Oregon.

Gentlemen:

Enclosed you will find an assignment from James Crick to this bank covering any moneys due from the State of Oregon and described in the assignment.

We would appreciate your putting this assignment on file and remitting any moneys direct to this bank.

Yours truly,

C. R. Dahn,
Vice President.

CRD:MC

KNOW ALL MEN BY THESE PRESENTS: That I, James Crick, in consideration of the sum of One dollar and other valuable considerations in hand paid by the American Bank of Spokane, a corporation, receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto said Bank, all sums of money due, or to become due, pursuant to and in accordance with a certain agreement entered into between the State of Oregon, as party of the first part, and James Crick, as party of the second part, dated July 28th, 1925. (No. 837) Roosevelt Coast Highway, Lincoln County, Siletz- Bay-Rocky Creek Section.

I hereby authorize and empower said Bank to receive and receipt for all sums of money due, or to become due, under said contract, and in my name, or otherwise, to execute such receipt, voucher, or acquittance therefor.

SIGNED and dated at Spokane, Washington, this 12th day of April, 1926.

James Crick

Witnesses:

J O McGovern

Charles O Lund

OREGON STATE HIGHWAY COMMISSION

Bridge over Depoe Bay - Oregon Federal Aid Project No. 110-C

Estimate with plans. Not as basis for project agreement.

Salem, Oregon.
April 27th, 1926

Excavation, 60 cu. yds.	$4.00	$240.00
Exc. below elev. shown, 10 cu. yds.	6.00	60.00
Class A Concrete, 725 cu. yds.	25.00	18, 850.00
Class B Concrete, 250 cu. yds.	26.00	6,500.00
Metal reinforcement, 150,000 lbs.	.062	9,989.00
Handrail, 610 lin. ft.	5.00	3,050.00
Sub-total - - - - - - - - - -		$38,689.00
+ 10% engg. & Contingencies- -		3,862.00
TOTAL COST- - - - - - - -		$42,482.00

State Funds Available - - $16,992.80

Federal Aid Requested - - 25,489.20
$42,482.00

December 9, 1925

FR 110 C

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Attention Mr. T. H. Davis

Gentlemen:

Reference is made to your telephone conversation of this morning relative to information on the Rocky Creek-Siletz Bay Section, Federal Aid Project No. 110-C.

Relative to the quantities of work done, we are enclosing herewith a copy of the quantity summary sheet made up as of November 20, 1925.

The weekly report on the project for the week November 14-21 reads as follows: "Grading work on north end confined to sand cut at Station 456 and Station Gank at Station 556. Lumber and pile are on hand for bridges, but driver is not completed as yet. Hamilton on south end of bridge took his teams out the morning of November 18, and has his total force of 28 men on clearing and grubbing."

The total work done to the date of the weekly estimate is as follows: Miles completed 2.57; miles completed, except finishing, 3.7; miles covered by contractor's forces, 0.6.

This is all the information that we have available in this office at this time. In case it is not sufficient for your purposes, we would suggest that you call Mr. Sawyer either next Saturday or next Monday. He will very probably be in the office on one of the two days.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dict by J. W. DeSousa/AP
Encl.

File

99.110 C

All PD

W. T. Stiffler,
Resident Engineer,
Keruville, Oregon.

Dear Sir:

We have your letter of November 19th, enclosing a price agreement on 1,700 lineal feet of piling to be driven in small bridge structures.

The price submitted, that is $1.80 per lineal foot, is, I think, excessively high, and I am today writing Mr. Orick in regard to the matter, asking him to submit a lower price. If such arrangement cannot be made, it is my opinion that we had better do the pile driving by force account.

Yours truly,

J. S. Sawyer,
Division Engineer.

jss/er

November 18, 1925.

Clearing Bureau of Contract Investigation,
625 Market Street,
San Francisco, California.

Attention Mr. H. J. Douglas,
Secretary and Treasurer.

Gentlemen:

In reply to your letter of the 16th inst. regarding the contract awarded to James Crick for the construction of the Silets Bay-Rocky Creek Section of the Roosevelt Coast Highway, will say that our records show this project was approximately 40 per cent completed on October 30th which is the date of the latest available information in this office.

At that time there had been paid to Mr. Crick the sum of $36,746.58. Our retained percentage amounted to $6,819.98. We have no knowledge that this project is not being carried on to satisfactory completion in a satisfactory manner. A portion of this work we do not expect to be completed until May 31, 1926. The balance should be completed by October 31, 1926.

We trust that the above information is satisfactory for your needs.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Clearing Bureau of Contract Investigation
INCORPORATED
625 Market Street
H. E. WOOD, PRESIDENT
H. J. DOUGLAS, SECY & TREAS.
TELEPHONE KEARNY 849

OFFICE OF
SECRETARY AND TREASURER

SAN FRANCISCO

#337

November 16th, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

It will be greatly appreciated by this Bureau if you will advise us as to the progress of the work, general condition and approximate date of completion of the contract awarded by you in July last to James Crick of Roosevelt Heights, Lincoln County, Oregon, covering improvement grading for 8.97/100 miles of highway, Siletz Bay to Rocky Creek.

Thanking you for the courtesy of a prompt reply,

Yours very truly,

Clearing Bureau of Contract Investigation,

By: H.J. Douglas,
Secretary & Treasurer.

RECEIVED NOV 18 1925 OREGON STATE HIGHWAY COMMISSION

D/M

Part 1 Oct 31 - $35,646.58 - Retained - $6,819.98

26½ Complete Jan 1 - 1926

21 Pcs - 1/0c

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. -----

POST OFFICE BUILDING,
PORTLAND, OREG.

October 20, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #110-C. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By _____
Acting

Form P. R. 2

State ..... Oregon .....

Project No. 110, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of September, 1925

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 15th day of July, 1924, a project statement, which was approved by the Secretary on the 6th day of September, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 24th day of July, 1925, and approved by the Secretary on the 3rd day of October, 1925; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one hundred seven thousand, six hundred three and 10/100

dollars ($107,603.10) as the share of the United States payable under said act on account of said Section 8 of project, which does not exceed 62.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under
(Include amount, date, and citation of
Chapter 175, Laws of 1917, and Chap. 31, Laws of 1920.
act of legislature by which authorized)

*(b) By the count..... of .....
(Include amount, date, and citation of statute
by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department)

*(c) By the count..... of .....
(Include amount, date, and citation of statute
by which authorized, and whether derived from tax levy or bond issue)

*(d) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 92 about 500 ft. north of Rocky Creek at the north end of Section A of said project and survey station 555+90 about two-thirds of a mile south of Siletz Bay at the south end of Section B of said project, terminal points, a distance of 8.906 miles, known locally as the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway between Coos Bay and Hebo, Lincoln County, being Section 3 of Oregon Federal Aid Project No. 110.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that, immediately upon completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(d) The Highway Department hereby agrees that, prior to or immediately upon completion of the improvement contemplated by this agreement, it will construct a new bridge at Depot Bay between survey stations 212+70 and 215+40, in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or his authorized agents, and with or without Federal Aid.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of Section 6 of said project shall not, in any event exceed (*a*) the said sum of one hundred seven thousand, six hundred three and 10/100 dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of one hundred seventy-nine thousand, three hundred thirty-eight and 50/100 dollars, the approved total estimated cost of Section 6 of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county) of ..... (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ **10,675.00** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917, Chapter 237, Laws of 1917**

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds, probable amount annually available and how will be placed under direct control of Highway Department) .....

*(*b*) By the ..... upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds and probable amount annually available) .....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 3rd day of October, 1925.

STATE HIGHWAY COMMISSION OF OREGON

(Official name of Highway Department)

By C. M. Duby
Chairman, State Highway Commission

(Title of officer)

By H. B. Van Duzer
Member, State Highway Commission

(Title of officer)

[SEAL] By C. H. Mulkey
Member, State Highway Commission

(Title of officer)

By .....

(Title of officer)

By .....

(Title of officer)

[SEAL] P. V. Maris
ACTING Secretary of Agriculture.

WMB

STRICKEN OUT

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 92 about 500 ft. north of Rocky Creek at the north end of Section A of said project and survey station 558+90 about two-thirds of a mile south of Siletz Bay at the south end of Section B of said project, locally known as the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway between Coos Bay and Hebo, Lincoln County, Section C of and designated in the records of this Department as Project No. 110, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 172,339.50 as the total estimated cost of Section C of said project, and the sum of $ 107,605.10 as the share of the United States, payable under said acts on account of Section C of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 3rd day of October one thousand nine hundred and Twenty-five, as witness my hand and the seal of the Department of Agriculture.

R. H. Hunt

ACTING *Secretary of Agriculture.*

CWB

GOVERNMENT PRINTING OFFICE 8—4880

October 12th, 1925.

Major R. P. Goiner,
Corps of Engineers,
U. S. Engineers,
1st District,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Reference is made to hearing held on September 23rd in regard to matters pertaining to the application of the State Highway Commission for permission to construct embankment and bridge over the Siletz River and adjacent tide flat in the vicinity of Kernville, Oregon. Will you please advise what actions, if any, there has been taken with special regards to the embankment portion of the application? We have been restraining our contractor from filling the so-called Mill Creek Part Slough until such time as a decision was made and permit granted.

We do not wish to put ourselves in the light of crowding this thing or being unduly anxious, but as the season in which we may expect bad weather is fast approaching, your ruling in the matter will be appreciated.

Very truly yours,

Division Engineer.

Jes/er

September 8, 1925.

James Orick,
Taft, Oregon.

Dear Sirs

This will acknowledge receipt of your letter of August 31st, addressed to Mr. W. W. Stiffler, Resident Engineer at Kernville, in which you propose to place 36" reinforced concrete culvert pipe on the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway, contract #837, at $9.00 per lineal foot in place. Please be advised that we are accepting your offer for a limited amount of this pipe and are writing your price into and making it a part of the original contract.

Yours very truly,

ROY A. KLEIN,
State Highway Engineer.

By

J. S. Sawyer,
Division Engineer.

jss/er

cc W. W. Stiffler,
Resident Engineer,
Kernville, Oregon.

Form 39—27505—4M—3-25.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date August 29th, 1925

Job Name Rocky Creek - Siletz Bay Week from Aug. 22 to Aug. 29th

Mail Address Kernville Ore.

Highway Roosevelt - Coast

Telegraph or Telephone Address

County Lincoln Job Prefix 21 P.D.

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Creek Started Grading Aug. 24th from
Sta. 508 to 526 with 14 teams and 12 men.
Hamilton started Grading Aug. 25th in P.M.
from Sta 98 to 103 with 7 teams and 5 men.
Has two Station Gangs Clearing
One from Sta 535 to 556 another from
Sta. 288 to 304
Buggi & Catti Clearing from 350 to 420 and have
8 teams to start Aug. 31st
Harris making camp (has Clearing from
304 to 350)

(See back of this sheet for instructions and detailed information.)

RECEIVED
AUG 31 1925
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

Signed W. W. Stiffler

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project 8.97

Miles completed ..... none

Miles completed except finishing ..... "

Miles covered by contractor's forces 1.5

Miles cross-sectioned 1.5

Miles cross-sections completed and checked 0.5

Miles to be remeasured ..... none

Number men in Engineering Party 4

Contractor's average force for week ..... 80 men,

..... 45 teams, ... steam shovels

Grading work will be completed about Oct 31 1926

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 21 P.D. ..... Percentage 100%

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

August 19, 1925.

Mr. James Crick,

Taft, Oregon.

Dear Sir:

Attached please find a fully executed copy of contract No. 827, covering the grading of the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway in Lincoln County, which was awarded to you by the State Highway Commission on July 20, 1925.

This copy is for your records and files.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. E. Glaisyer,
Chief Clerk.

HI

Form 30—27503—42M—8-26.

Aq 110 C

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Job Name Rocky Cr.-Siletz Bay

Highway Roosevelt-Coast

County Lincoln Job Prefix 21 P.D.

Date Aug. 15, 1935

Week from Aug. 8 to Aug. 15th

Mail Address Kernville Ore

Telegraph or Telephone Address

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Mr. James Crick traveling camps all week and getting in supplies has about twenty teams on job. Is building main camp at ofplot Sta 510 and another camp at Sta. 160

NOTED
J. S. SAWYER

(See back of this sheet for instructions and detailed information.)

Signed H. H. Stipe

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project 8.97

Miles completed None

Miles completed except finishing "

Miles covered by contractor's forces "

Miles cross-sectioned I.C

Miles cross-sections completed and checked 0.6

Miles to be remeasured None

Number men in Engineering Party 4

Contractor's average force for week 16 men,

20 teams, — steam shovels

Grading work will be completed about Oct. 31, 1926

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 21 P.D. Percentage 95%

Other jobs 21 P.C. Percentage 5%

Other jobs Percentage

Other jobs Percentage

August 10, 1925.

M 110 B

Bureau of Public Roads
Post Office Building.
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 8th inst., relative to the plans on the Siletz Bay-Rocky Creek Section, Oregon Project No. 110-C.

The design for the structure across Depot Bay has not been made, but preliminary investigations indicate that the structure will extend approximately from Station 212 + 70 to Station 215 + 40.

Owing to the width of roadbed to which the project is being constructed, at the present time it has been considered advisable to leave the headwalls off of the pipe culverts. It is possible that in a few years' time it will be considered advisable to widen the grade on the section, and at that time it would be a disadvantage if headwalls were in place. A liberal length for the present width of roadbed is now being used, and it is believed that the drainage can be handled satisfactorily without placing headwalls at the present time.

Yours very truly,

ROY A. KLEIN
State Highway Engineer .

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

August 8, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Referring to plans and estimate for Oregon 110-C, Siletz Bay-Rocky Creek section of Roosevelt Coast Highway.

In order to compute the net length of the project it will be necessary to know the length of the proposed structure at Depot Bay. Will you kindly give us the stations at the ends of the section not included in the present contract?

The plans and estimate do not show concrete or masonry for culvert headwalls. Is it your intention to omit headwalls? If so it will be necessary for us to explain why they are not desired or necessary.

Yours very truly,
C. H. PURCELL, District Engineer,

By A. F. Morris
Acting

✓ 12470
✓ 13440

July 27, 1928.

FR 128 B

Bureau of Public Roads
New Post Office Building,
Portland, Oregon.

Gentlemen:

In accordance with our letter of the 25th inst., we are today sending you three additional blue print sets of plans covering the Siletz Bay-Rocky Creek Section, Oregon Project No. 110-C.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prahert
Office Engineer.

Dict by J. W. DeSouza/ap

July 25, 1925.

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate and six copies of special provisions to accompany the Federal Aid plans on the Siletz Bay-Rocky Creek Section, Oregon Project No. 110-C

The plans are now in our blue print room, and the required number of copies will be sent to you as soon as the blue printing can be completed. This, however, probably will not be before Monday.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

J. W. DeSousa
Assistant Office Engineer.

JWD:AP

Oregon State Highway Department — Project No. 118-C

SILETZ BAY-ROCKY CREEK SECTION OF THE ROOSEVELT COAST HIGHWAY IN LINCOLN COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, July 21, 1928.

All Required	Clearing and Grubbing		$ 15,000.00
117,000 cu.yds	Common Excavation	.40	46,800.00
35,000 cu.yds	Intermediate Excavation	.60	21,000.00
58,000 cu.yds	Solid Rock Excavation	1.00	58,000.00
300,000 sta.yd	Overhaul	.05	15,000.00
1,800 lin.ft.	15" Concrete Pipe	1.50	2,700.00
1,080 lin.ft.	18" " "	1.50	1,620.00
860 lin.ft.	24" " "	4.00	3,440.00
270 Bbl.yds	Class "A" Concrete	30.00	8,100.00
30 cu.yds	Class "B" Concrete	25.00	750.00
20,000 lbs	Metal Reinforcement	.10	2,000.00
44 M-FBM	Lumber and Timber	50.00	2,200.00
		Sub-total	$ 173,640.00
		10% Engr. & Cont.	17,364.00
			$ 190,994.00

Length of Project 8.957 Miles

Cost per mile - $21,312.26

State Funds Available - $76,357.60

Federal Aid Requested $114,636.40 (60 %)

$ 190,994.00

July 6, 1925.

Honorable County Court of Lincoln County,
Toledo, Oregon.

Gentlemen:

On June 2nd we wrote you in regard to the matter of securing rights of way for the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway at which time we furnished you blue print copies of the 1 inch equals 400 foot right of way map together with a center line description of the highway showing ties to the government corners at the beginning and end of the project, and also a list showing by stationing the various right of way widths required.

We advised at that time that it was probable that we would desire to make a revision in the line between stations 340 and 360 which point is at and near the Wiemiewski place.

After making surveys, estimates, etc. we find it now advisable to make this revision and are furnishing you herewith revised maps, descriptions and right of way lists. Please note that the center line description is complete in itself, the portion revised being set out.

Proposals for the construction of this section will be asked for at the July 28th meeting of the State Highway Commission and in order not to delay the work we urge that this right of way matter be attended to at the earliest possible date.

Yours very truly,

ROY A. KLEIN,
State Highway Engineer.

By

J. S. Sawyer,
Division Engineer.

JSS:LM

cc. W. W. Stiffler, Resident Engineer, Kerrville, Oregon.

CENTERLINE DESCRIPTION - SILETZ BAY-ROCKY CREEK SECTION

ROOSEVELT COAST HIGHWAY IN LINCOLN COUNTY

Beginning at Station 91+80 on the centerline of said highway, which point is 908 feet south and 303 feet west of the section corner common to Sections 17, 18, 19 and 20, T. 9 S., R. 11 W. W. M., said point being the northern termini of the Otter Rock-Rocky Creek Section of the Roosevelt Coast Highway in Lincoln County, thence N. 80° 52' W. to station 94+17.4, P. C. thence on a curve to the right having a radius of 477.5 feet to station 99+73.5 P. T., thence N. 15° 52' E. to station 113+16.4 P. C. thence on a curve to the right having a radius of 716.3 feet to station 129+96.1 P. T., thence N. 74° 24' E. to station 136+78.2 P. C., thence on a curve to the left having a radius of 573 feet to station 134+23.1 P. T. thence N. 1° 15' E. to station 163+92.1 P. C. thence on a curve to the right having a radius of 1432.5 feet to station 187+52.1 P. T. thence N. 20° 05' E. to station 194+47.1 P. C. thence on a curve to the left having a radius of 716.3 feet to station 198+32.5 P. T. thence N. 10° 47' W. to

Revised Portion

station 222+46.3 P. C.; thence on a curve to the right, having a radius of 1144.0 feet to station 234+39.0 P. T.; thence N. 1° 09' W. to station 235+48.6 P. C; thence on a curve to the left, having a radius of 955.0 feet, to station 237+68.6 P. T.; thence N. 14° 21' W. to station 276+93.1 P. C.; thence on a curve to the right, having a radius of 573.0 feet, to station 287+48.1 P. T.; thence N. 68° 45' E. to station 290+88.8 P. C.; thence on a curve to the left, having a radius of 573.0 feet to station 292+77.5 P. T.; thence N. 66° 34' E. to station 301+22.4 P. C.; thence on a curve to the left, having a radius of 573.0 feet to station 305+97.9 P. T. equals 295+73.0; thence N. 25° 51' E. to station 321+19.7 P. C.;

thence on a curve to the right having a radius of 477.5 feet to station 326+64.6 P. T. thence N. 87° 29' E. to station 327+40.8 P. C. thence on a curve to the left having a radius of 716.3 feet to station 331+98.5 P. T., thence N. 51° 08' E. to station 334+92.5 P. C. thence on a curve to the left having a radius of 477.5 feet to station 339+10.9 P. T. thence N. 20° 08' E. to station 339+78.5 P. T., thence on a curve to the right having a radius of 716.3 feet to station 344+78.7 P. C. thence N. 13° 37' E. to station 430+00.0 P. C., thence on a curve to the left having a radius of 1432.5 feet to station 432+58.4 P. T., thence N. 9° 39' E. to station 441+99.8 P. C., thence on a curve to the right having a radius of 2865.0 feet to station [illegible]9.8 P. T. thence N. 15° 39' E. to station 471+44.7 P. C. thence on a [illegible] the left having a radius of 955 feet to station 473+72.5 P. T., thence [illegible] 1° 59' E. to station 493+51.0 P. C., thence on a curve to the right having a radius of 1432.5 feet to station 500+57.3 P. T., thence N. 30° 14' E. to station 520+54.8 P. C., thence on a curve to the right having a radius of 1432.5 feet to station 523+40.6 P. T., thence N. 41° 40' E. to station 444+95, which point is 2652 feet N. and 2054 feet E. of the SW corner of Section 10, T. 8 S., R. 11 W., W. M.

The following list shows stationing and widths of right of way to be acquired:

Station to station			Width of R-W on left	Width of R-W on right	Total Width
	91+80	to 102		50	66
	102	to 107		50	100
	107	to 116		50	66
	116	to 117		50	100
	117	to 152		50	66
	152	to 157		50	66
	157	to 166		50	166
	166	to 153		50	66
	153	to 165		50	150
	165	to 199		50	66
	199	to 205		50	100
	205	to 206		50	150
	206	to 220			
Revised Portion	220	to 225+75.0 (equals 226+75.0		50	150
	225+75.0	to 317		50	66
	317	to 319			
	319	to 323			
	323	to 330			
	330	to 341			
	341	to 345			
	345	to 512			
	512	to 514			
	514	to 518			
	518	to 520			
	520	to 521			
	521	to 535			
	535	to 535			
	535	to 537			
	537	to 544+95			

June 2, 1925.

Honorable County Court
of Lincoln County,
Toledo, Oregon.

Gentlemen:

In connection with the securing of rights-of-way for the Siletz Bay-Rocky Creek Section of the Roosevelt Coast Highway, I wish to say that it is quite possible that we may wish to change the location between Stations 240 and 280 in order to use a route lieing closer to the coast line, and having a far greater scenic value. However, it will be several days before we can get the survey of this change worked up!

We do not wish to delay the right-of-way proceedings so suggest that you use the description and maps we are furnishing you at this time as they will not affect the posting of notices, etc., and within a few days, when this survey is completed, we will furnish you with a corrected description and map, provided of course, that we see fit to change the line.

This may complicate matters slightly, but we feel that a thirty day delay means too much to lose at this season of the year.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

J. S. Sawyer
Division Engineer.

JSS:AP

Copy for files

09-110 C

OREGON STATE HIGHWAY COMMISSION

June 2, 1925.

Honorable County Court
of Lincoln County,
Toledo, Oregon.

Attention Mr. C. W. James
County Judge

Gentlemen:

At the recent meeting of the Highway Commission, it was decided to put on the grading project between Siletz Bay and Rocky Creek at an early date, and in order to get this job under way, we hand you herewith a description of the line, together with ties at each end.

We assume that you will secure this right-of-way by the resolution method, the same as in the past, so we are also sending you today two blue print maps covering this section, and will furnish more if you need them.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

J. S. Sawyer
Division Engineer

JSS:AP
Encls.

CC Col Comr. J. Dunn
Toledo, Oregon
Co. Comr. Andrew Kent
Waldport, Oregon
T. A. Hicks Res. Engr.,
Newport, Oregon

Copy for Gen file

FORM 5A 87042 10M 3-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

99 110 R

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

May 28th, 1925.

IN YOUR REPLY PLEASE REFER TO FILE NO.

ATTENTION:

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

NOTED
State Highway Engineer

Dear Sir:

In compliance with your recent request, I hand you herewith a preliminary estimate of cost of grading of the Siletz River-Rocky Creek Section of the Roosevelt Coast Highway in Lincoln County.

ROCKY CREEK-SILETZ CREEK
91/50 to 554
8.7 Miles - 24' Grade

Clearing & Grubbing	6.5 Acres @	$200.00	$13,000.00
Common Excavation	150,000 Cu. Yds. @	0.40	60,000.00
Intermediate "	31,000 " " @	0.60	18,600.00
Solid Rock "	43,000 " " @	1.00	43,000.00
Overhaul	288,000 Sta. Yds. @	0.05	14,400.00
12" Pipe	2,100 Lin. Ft. @	1.50	3,150.00
18" "	1,300 " " @	2.50	3,250.00
4 X 4 Box Culverts	500 Lin. Ft. @	6.00	3,000.00
24" Pipe	650. " " @	4.00	2,600.00
Trestle	114 " " @	30.00	3,420.00
Depoe Bay Bridge -	Concrete		41,000.00
			$205,420.00
	10%		20,542.00
	Total		$ 225,962.00

There is a possibility of changing the plan at Depoe Bay from a bridge to a fill in which case this estimate could be reduced fifteen to twenty thousand dollars.

Very truly yours,

J. S. Sawyer
Division Engineer.

JSS:ER

FORM 2A 87242 10M 9-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

May 21st, 1925.

IN YOUR REPLY PLEASE
REFER TO FILE No. .....

ATTENTION: .....

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

NOTED
State Highway Engineer

Dear Sir:

Attached hereto please find comparative estimates on cost and other features of that portion of the Rocky Creek-Siletz Bay Section of the Roosevelt Coast Highway that apply to the particular section of the line at Depot Bay where we have two locations in question. The Coast line, or the one that crosses Depot Bay is by far the shorter line - has better alignment, but is the most expensive. We have drawn the following comparisons:

ESTIMATE FOR GRADING AND BRIDGES

Item	Unit	Cost	Coast Line Quant.	Coast Line Cost	Inland Line Quant.	Inland Line Cost
Clearing & Grubb.	Acres	$400.00	6	$2400.00	4½	$ 1800.00
Common Excavation	Cu.Yds.	0.40	22,836	9134.40	5003	2001.20
Int. "	" "	.0.60	5,808	3484.80	1886	1131.60
S. R. "	" "	1.00	8,201	8201.00	2101	2101.00
Overhaul	Sta. "	0.05	20,700	3535.00	4500	225.00
12" Pipe	Lin. Ft.	2.00	126	252.00	170	340.00
18" "	" "	3.50	- -	- -	84	294.00
24" "	" "	5.00	140	700.00		
Conc. Br.	Ft.	8X8 Box	81	5766.75	Conc. Br.	41560.00
Alt. Wood	"(trestle)	27.00	57	1539.00	- -	- -
Totals				$ 33,473.95		49,452.00
10%				3,347.39		4,945.20
				$ 36,821.34		$ 54,397.20

COMPARISON OF OTHER FEATURES

Item	Coast Line	Inland Line	Difference
Length	2,955 ft.	3,889 ft.	934 ft.
Curvature	41 degrees	307 degrees	266 degrees.
Rise and Fall	60 ft.	100 ft.	40 ft.
Cost - grading	$545.00	$368.00	$177.00

Item	Coast Line	Inland Line	Difference
Cost - surfacing	$4,000.00	$5,150.00	$1,150.00
Maint. per year	225.00	295.00	70.00

Very truly yours,

J. D. Sawyer

Division Engineer.

JSS:ER

CONTRACT #839,

SEE:

CONTRACT #814

839 CEP: Contract 914

CONTRACT #850,

PR 124-A Euchre Cr.-Rogue River 1925-1927
North Unit

850

#850 c
80F-1
PR 124-1

October 7, 1931.

Continental Casualty Co.
Geo. L. Gifford & Co., Agents
Railway Exchange Bldg.
Portland, Oregon

Gentlemen:

We hand to you herewith copy of the notice which we have today received from the Secretary of State, as being a claim of the Hadley Rebuilt Company, filed by J. O. Johnson, attorney at Gold Beach, against Hoyquist & Bjorquist in the sum of $150.00 for materials and facilities furnished them in connection with their contract for the grading of the North Unit of Bandon Coos-Sugar Loaf section of the Roosevelt Coast Highway.

This notice is given you as surety on the bond furnished by Hoyquist & Bjorquist in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
L.L.Claiborne-Chief Clerk.

RAK/JH

#852-
80F-1
PR124-1

October 7, 1927.

Continental Casualty Co.
Geo. I. Gilbert & Co., Agents
Railway Exchange Bldg.
Portland, Oregon

Gentlemen:

We hand to you herewith copy of the notice which we have today received from the Secretary of State, as being a claim of the Railway Rebate Company, filed by J. C. Johnson, attorney at Gold Beach, against Roggiet & Bjorquist in the sum of $210.65 for materials and facilities furnished them in connection with their contract for the grading of the North Unit of Rogue River-Hogue River section of the Roosevelt-Coast Highway.

This notice is given you as surety on the bond furnished by Roggiet & Bjorquist in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H.B.Glathyar-Chief Clerk.

RAK/JH

October 7, 1927.

Messrs. Hagquist & Bjorquist
Marshfield, Oregon

Gentlemen:

We mail to you herewith copy of the notice of the claim of the Macleay Estate Company, filed by J. C. Johnson, attorney at Gold Beach, against yourselves, being for material and facilities furnished in the sum of $218.69 and used in connection with your contract for the grading on the North Unit of Rogue River-Elk Creek-Rogue River section of the Roosevelt-Coast Highway.

This notice was received from Sam A. Kozer, Secretary of State, and is being forwarded to you at his request.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H.R.Glaisyer - Chief Clerk.

HRG/JH

October 7, 1927.

Hon. Sam A. Lever
Secretary of State
B u i l d i n g

Attention Mr. E. J. Ross
Filing Division

Dear Sir:

This is to acknowledge receipt of your letter of the 4th inst. enclosing three copies of the notice of claim of the Hanley Estate Company for material and fortification furnished Haggart & Bjorquist in the sum of $218.40 and used in connection with their contract for the grading of the North Unit of Bakers Creek-Eugene River section of the Reedsport-Coast Highway.

Please be informed that we are today forwarding copies of this notice to the contractors and the surety on their bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
R.B.Glaisyer - Chief Clerk.

RBG/JH

SAM A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

October 4, 1927

RECEIVED
OCT 6 1927
STATE OF OREGON

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from J. C. Johnson, Attorney, Gold Beach, Oregon, and filed in this office, a notice of claim by the Macleay Estate Company for material and facilities furnished in the sum of $218.69 together with interest from Sept. 30, 1926, against the bond taken from Hagquist & Bjorquist, principal, and the Continental Casualty Company, surety, for seven and one-tenth miles of grading on the North Unit of Euchre Creek-Rogue River Section of the Roosevelt-Coast Highway.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

L

C O P Y

Gold Beach, Oregon, July 22, 1927.

TO THE STATE OF OREGON,
Sam A. Kozer,
Secretary of State.

Notice is hereby given that the undersigned, Macleay Estate Company, has a claim for material and facilities furnished Hagquist & Bjorquist on the seven and one-tenth miles of grading on North Unit of Euchre Creek-Rogue River Section of Roosevelt-Coast Highway in the sum of $218.69; full particulars of which are set forth in the affidavit hereto annexed, against the said Hagquist & Bjorkquist and the bond taken from them as principal and the Continental Casualty Company, as surety, for said materials and facilities so furnished.

MACLEAY ESTATE COMPANY,
By B K LAWSON, General Manager

A F F I DA VIT

Re Hagquist & Bjorkquist contract on the seven and one-tenth miles of grading on the north unit of the Euchre Creek-Rogue River section of the Roosevelt-Coast Highway.

STATE OF OREGON,)
)ss.
County of Curry.)

I, B. K. Lawson, being first duly sworn, say that I am the General Manager of the Macleay Estate Company, a corporation, managing their business at all the times herein mentioned, at Wedderburn, Oregon; that the above contract was let by the State Highway Commission to the firm of Hagquist & Bjorkquist of Marshfield, Oregon

That the said Hagquist & Bjorkquist subcontracted certain station work to R.B.Reynolds and that the said Reynolds in performing his work, it became necessary for him to have a horse, and at the special instance and request of the said R.B.Reynolds, the said Macleay Estate Company sold and delivered to the said R.B.Reynolds a certain horse at the agreed price of $125.00, which the said R. B.Reynolds and the said Hagquist & Bjorkquist agreed to pay to the said Macleay Estate Company; that the said horse was necessary for the said R.B.Reynolds in the performance of said subcontract on said section of said highway and the same was so used by the said R.B.Reynolds in the performance and completion of his said subcontract, above mentioned, and that no part of said $125.00 has been paid, although proper demand has been made therefor and the said R.B.Reynolds and the said Hagquist & Bjorkquist still neglect to pay said Macleay Estate Company therefor.

That on and between the 1st day of May, 1926 and the 30th day of September, 1926, in the performance of his said subcontract, it became necessary for the said R.B.Reynolds to have a suitable house for the shelter of himself and his employees during the performance of his said subcontract and between said dates the said Macleay Estate Company, at the special instance and request of the said R.B.Renolds and Hagquist & Bjorkquist, rented and leased a certain house to the said R.B.Reynolds, for that purpose, at the agreed price of $25.00 per month; and the said R.B.Reynolds occupied the said premises for the full period of five months, May, June, July, August and September, 1926, and used the same, and the same was necessarily used the performance of his said subcontract and as a place in which to prepare the meals for himself and his employees working upon said subcontract and as a place for their shelter and for sleeping quarters in the performance of said subcontract; that no part of said rent has been paid except the sum of

$31.31; that the said rent amounted in the aggregate to $125.00, leaving a balance due and owing the Macleay Estate Company the sum of $93.69.

That on account of the sale of said horse and the said rent which remains due on account thereof, the said R.B.Reynolds and the said Hagquist & Bjorkquist, to the said Macleay Estate Company, the sum of $218.69, which it claims, with interest thereon at the rate of six per cent per annum from September 30, 1926.

That in connection with said State Highway contract, the said Hagquist & Bjorkquist furnished a surety bond for the protection of all workmen engaged on said contract and for the protection of all persons furnishing materials and facilities for the performance of said contract, which said surety bond was furnished by the Continental Casualty Company, Fred Hollister, agent, at North Bend, Oregon.

That I have given said Continental Casualty Company notice of the said claim of the said Macleay Estate Company, by mailing the same to their said local agent, Fred Hollister, North Bend, Oregon.

I make this affidavit and claim for the purpose of filing the same with the Secretary of State, under the provisions of Section 2991, Oregon Laws.

B. K. LAWSON

Subscribed and sworn to before me this 22nd day of July, 1927.

J. C. Johnson
Notary Public for Oregon
My commission expires Jan.16,1929.

(SEAL)

File No.666

Filed
Aug 16 1927
SAM A. KOZER
Secretary of State

#850
8PF-1
PR 124-1

August 30,1927

Mr. E. C. Johnson, Attorney,
Gold Beach,
Oregon.

Dear Sir:

With further reference to the matter of the claim of B. K. Lawson against Hagquist & Bjorkquist for house rent and horse rental contracted by one B. B. Reynolds:

Wish to say that this matter was taken up with the contractor and he has replied as per enclosed copy of letter.

We have no way of ascertaining as to whether or not the statements made by Hagquist & Bjorkquist in this letter are correct but if they are correct, then the matter passes beyond our jurisdiction, as the bond furnished by contractors is not intended to cover personal claims of individual laborers. If Mr. Reynolds worked on this contract as a sub-contractor, as stated in Mr. Lawson's affidavit, then, of course, the matter would present a different situation and the bond furnished by the contract could be held liable for the satisfactory settlement of the claim.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

#85

RECEIVED
AUG 24 1927
OREGON
STATE HIGHWAY COMMISSION

Marshfield, Oregon
Aug. 22, 1927

Oregon State Highway Commission,
Salem,
Oregon

Dear Mr. Glaisyer;

In answer to your letter of Aug 18th in regard to the claim of W.H. Lawson of the Mac Clay Estate of Webberburn. We wish to state that R.B. Reynolds never was a sub-contractor and he worked for day wages, so we had nothing to do with his horse rent nor with his buying his horses from the Mac Clay Estate.

Yours Truly,
Haugquist & Bjorkquist

NOTED
H. B. GLAISYER

#850

80F-1

PR#-124 #-1

August 18th,1927

Continental Casualty Company,
Mr. Bennett, Agent,
Marshfield, Oregon.

Dear Sir:

This is to advise that we have received a notice of claim from E. K. Isaacson in the sum of $216.60, being his claim for rental of a horse and house furnished E. E. Reynolds, subcontractor under Nagquist & Bjorkquist in connection with their contract for the grading of the North Unit of the Bandon Creek-Bagge River Section of the Roosevelt Coast Highway in Curry County.

This information is given you as we understand you are the administrator of the estate of the late Fred W. Hollister, who was agent for the Continental Casualty Company, who appear as surety on the bond furnished by Nagquist & Bjorkquist in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. R. Glaisyer,
Chief Clerk.

H

August 18th, 1927

Ragnvald & Bjerkquist,
Contractors,
Marshfield, Oregon.

Gentlemen:

This letter is to inform you that we have received notice of claim of D. K. Lawson in the sum of $218.60, being rental for a horse and house furnished R. E. Reynolds, subcontractor under you for the grading of the North Unit of the Rushre Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County.

Your early attention to this matter is respectfully requested.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. E. Cleiayer,
Chief Clerk.

HEC:JS

August 18th, 1927

Mr. J. S. Johnson, Atty.
Gold Beach, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 13th inst. enclosing affidavit and statement of claim of R. K. Lawson against Hagquist & Bjerkquist, being for horse and house rental furnished R. N. Reynolds, subcontractor under Hagquist & Bjerkquist in connection with their contract for the grading of the North Unit of the Rogue Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County.

We note that you have filed the original of this document with the Secretary of State.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Glaisyer,
Chief Clerk.

EBG:H

J. C. JOHNSON
ATTORNEY-AT-LAW
GOLD BEACH
OREGON

August 13, 1927.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Enclosed herewit statement of claim and affidavit of B. K. Lawson in the matter of the Hagquist & Bjorkquist contract on the north unit section of the Roosevelt Coast Highway.

A copy of this affidavit has been mailed to Mr. Fred Hollister, agent of the Continental Casualty Company, at North Bend, Oregon, together with copy of the claim.

The original affidavit and claim has been mailed to the Secretary of State.

Very truly yours,

J. C. Johnson

1 encl.

JCJ/f

Gold Beach, Oregon, July 22, 1927.

TO THE STATE OF OREGON,
Sam A. Kozier,
Secretary of State.

Notice is hereby given that the undersigned, Macleay Estate Company, has a claim for material and facilities furnished Hagquist & Bjorkquist on the seven and one-tenth miles of grading on North Unit of Euchre Creek-Rogue River Section of Roosevelt-Coast Highway in the sum of $218.69; full particulars of which are setforth in the affidavit hereto annexed, against the said Hagquist & Bjorkquist and the bond taken from them as principal and the Continental Casualty Company, as surety, for said materials and facilities so furnished.

MACLEAY ESTATE COMPANY,
By B T Lawson
General Manager.

A F F I D A V I T.

Re Hagquist & Bjorkquist contract on the seven and one tenth miles of grading on the north unit of the Euchre Creek-Rogue River section of the Roosevelt-Coast Highway.

STATE OF OREGON,)
) SS.
COUNTY OF CURRY.)

I, B. K. Lawson, being first duly sworn, say that I am the General Manager of the Macleay Estate Company, a corporation, managing their business at all the times herein mentioned, at Wedderburn, Oregon; that the above contract was let by the State Highway Commission to the firm of Hagquist & Bjorkquist of Marshfield, Oregon.

That the said Hagquist & Bjorkquist subcontracted certain station work to R. B. Reynolds and that the said Reynolds in performing his work, it became necessary for him to have a horse, and at the special instance and request of the said R. B. Reynolds, the said Macleay Estate Company sold and delivered to the said R. B. Reynolds a certain horse at the agreed price of $125.00, which the said R. B. Reynolds and the said Hagquist & Bjorkquist agreed to pay to the said Macleay Estate Company; that the said horse was necessary for the said R. B. Reynolds in the performance of said subcontract on said section of said highway and the same was so used by the said R.B.Reynolds in the performance and completion of his said subcontract, above mentioned, and that no part of said $125.00 has been paid, although proper demand been made therefor and the said R.B.Reynolds and the said Hagq st & Bjorkquist still neglect to pay said Macleay Estate Company therefor.

That on and between the 1st day of May, 1926 and the 30th day of September, 1926, in the performance of his said subcontract, it became necessary for the said R.B.Reynolds to have a suitable house for the shelter of himself and his employees during the performance of his said subcontract and between said dates the said Macleay Estate Company, at the special instance and request of the said R.B.Reynolds and Hagquist &

Bjorkquist, rented and leased a certain house to the said R.B.Reynolds, for that purpose, at the agreed price of $25.00 per month; and the said R.B.Reynolds occupied the said premises for the full period of five months, May, June, July, August and September, 1926, and used the same, and the same was necessarily used the performance of his said subcontract and as a place in which to prepare the meals for himself and his employees working upon said subcontract and as a place for their shelter and for sleeping quarters in the performance of said subcontract; that no part of said rent has been paid except the sum of $31.31; that the said rent amounted in the aggregate to $125.00, leaving a balance due and owing the Macleay Estate Company the sum of $93.69.

That on account of the sale of said horse and the said rent which remains due on account thereof, the said R.B.Reynolds and the said Hagquist & Bjorkquist, to the said Macleay Estate Company, the sum of $218.69, which it claims, with interest thereon at the rate of six per cent per annum from September 30, 1926.

That in connection with said State Highway contract, the said Hagquist & Bjorkquist furnished a surety bond for the protection of all workmen engaged on said contract and for the protection of all persons furnishing materials and facilities for the performance of said contract, which said surety bond was furnished by the Continental Casualty Company, Fred Hollister, agent, at North Bend, Oregon.

That I have given said Continental Casualty Company notice of the said claim of the said Macleay Estate Company, by mailing the same to their said local agent, Fred Hollister, North Bend, Oregon.

I make this affidavit and claim for the purpose of filing the same with the Secretary of State, under the provisions of Section 2991, Oregon Laws.

B K Lawson

Subscribed and sworn to before me this 22" day of July, 1927.

J. C. Johnson
Notary Public for Oregon.
My Commission expires Jan 16-1929

ARR 124 #1

August 3,1927

Oregon State Highway Commission
Salem, Oregon.

Attention J. S. Blaikyer.

Mr. T. T. Bennett,
Marshfield,
Oregon.

Dear Sir:

We have just received a letter from Mary A. Hollister of North Bend, Oregon, in which she states that Mr. Fred Hollister died on May 31, 1927, and that any matters that anyway have which would involve Mr. Hollister should be taken up with you as Attorney for Mr. Hollister's estate.

In this connection would say that on July 23, of this year, we sent a notice to Mr. Hollister as agent for the Continental Casualty Company, who appeared as surety on the bond of Hagquist & Bjerquist in connection with their state highway contract for the grading of the North Unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County, in which we advised that we had been notified by the McGeorge Gravel Company of Marshfield, Oregon , that they had filed notice of claim for balance due from Hagquist & Bjerquist for materials furnished in connection with this contract.

Due to the fact that Mr. Hollister is deceased, and that you are Attorney for his estate, we wish to call this matter to your attention with the thought that you will wish to communicate this information to the home office of the Continental Casualty Company.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
J. S. Blaikyer
Chief Clerk

RAK:L

FRED HOLLISTER
Lawyer
ODD FELLOWS' BLOCK
NORTH BEND, OREGON

August I, 1927.

Oregon State Highway Commission
Salem, Oregon.

Attention H. B. Glaisyer.

Gentlemen:

In reply to your letter of July 23rd, 1927, will say that Mr. Hollister died May 31, 1927. You will have to take this matter up with Mr. T.T. Bennett, Marshfield, Oregon, as he is the Attorney for the estate.

Very truly yours, Mary A. Hollister

RECEIVED
AUG 2 1927

NOTED
H. B. GLAISYER

#850-
88F-1
PRP# 124-1

July 24th, 1937

Continental Casualty Co.
Fred Hollister, Agent,
North Bend, Oregon.

Dear Sirs

We have today received a letter from the McGeorge Gravel Company of Marshfield, Oregon, in which they state that Haggvist and Bjorquist, contractors for the grading of the North Unit of the Bandon-Myrtle River Section of the Roosevelt Coast Highway in Curry County, owe them a balance on this work which they have been unable to collect, making it necessary for them to appeal to the bonding company for assistance.

This information is given you as you appear as surety on the bond in connection with this particular contract.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Slaiger,
Chief Clerk.

HBS:JS

July 23rd,1927

Haggulst & Bjorgulst,
Harrisfield, Oregon.

Gentlemen:

This letter is to inform you that we have today received a letter from McGregor Gravel Company of Harrisfield, to the effect that you owe them a balance due in connection with your estimate for the grading of the North Unit of the Eastern Centerfingers River Section of the Roosevelt Coast Highway, and in connection with which they state they have been unsuccessful in securing settlement from you.

Very truly yours,

Roy A. Klehm,
State Highway Engineer.

By

H. B. Glairyer,
Chief Clerk.

RBC:AH

July 23rd, 1927

McGeorge Gravel Company,
Merrifield, Oregon.

Gentlemen:

Replying to your inquiry of the 22nd inst. concerning your claim against Haggquist & Bjorquist, contractors, for the grading of the North Unit of the Rushre Creek-Hagan River Section of the Roosevelt Coast Highway in Curry County, will say that we presume that you have reference to the filing of your claim in accordance with the terms of Section 2991, Oregon Laws. We have no special form for this purpose and so far as we know the Secretary of State has no special form, being simply a matter of filing a detailed notice of your claim with the Secretary of State prior to the expiration of one year from the date of the completion of the project. This for the reason that after the expiration of that period the bond is substantially released from all obligation in connection with all claims.

The surety on the bond furnished by Haggquist and Bjorquist in connection with this work is the Continental Casualty Company, for whom Fred Hollister is local agent, at North Bend, Oregon.

We would suggest that if you have not already done so that you file your claim with Mr. Hollister. It may be possible for you to secure satisfactory settlement through him without going to court.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. R. Glaisyer,
Chief Clerk.

ERG:FB

McGEORGE GRAVEL COMPANY

MANUFACTURERS OF

CONCRETE PRODUCTS

MARSHFIELD, OREGON. July 22, 1927.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

ALL CONTRACTS, SALES AND DELIVERIES ARE CONTINGENT UPON DELAYS FROM FIRE, STRIKES, ACCIDENTS, CARRIERS AND OTHER CONDITIONS BEYOND OUR CONTROL

It appears that we will have to ask the bonding company to take care of a balance due us from Hagquist & Bjorquist, contractors on the North Unit of the Euchre Creek-Rogue River grading project on the Coast Highway in Curry County, and in this connection understand that it is necessary to file claim with the Highway Commission.

Would appreciate your advise as to just how this should be presented and if there is any special form required for same.

Yours truly,

McGEORGE GRAVEL COMPANY

By Lewis McGeorge

PR #124-1

July 8,1927

Mr. Louis McGeorge,
McGeorge Gravel Company,
Marshfield, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 27th, requesting the quantities of culvert pipe and drain tile for which payment has been made to Engquist & Bjorquist, contractors of the North Unit of the Rogue River-Coos Bay project in Curry County.

These quantities are as follows:

1827	lin.ft.	12"	concrete pipe
699	" "	18"	" "
645	" "	24"	" "
326	" "	8"	porous drain tile

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
S. H. Probert
Office Engineer

JWM:L

McGEORGE GRAVEL COMPANY

MANUFACTURERS OF

CONCRETE PRODUCTS

MARSHFIELD, OREGON. July 7, 1927.

STATE OF OREGON
HIGHWAY COMMISSION

Roy A. Klein, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

ALL CONTRACTS, SALES AND DELIVERIES ARE CONTINGENT UPON DELAYS FROM FIRE, STRIKES, ACCIDENTS, CARRIERS AND OTHER CONDITIONS BEYOND OUR CONTROL

Regarding the Hagquist & Bjorquist contract on the Euchre Creek-Wedderburn grading job on which we furnished the culvert pipe and drain tile, would ask if you will kindly advise us the total quantities for the various sizes of the above material for which the contractors have been paid.

Thanking you for this information, we are

Yours truly,

McGEORGE GRAVEL COMPANY

By Lewis McGeorge

#850-8F-1

PP#-124-1

EASTERN OFFICE
NEW YORK

CANADIAN OFFICE
TORONTO

PACIFIC COAST OFFICE
SAN FRANCISCO

Continental Casualty Company

H. G. B. ALEXANDER, PRESIDENT

Chicago

JAS. McI. WOOD
O. A. LYMAN
L. A. WEST, JR
TELEPHONE BROADWAY 6757

JAMES McI. WOOD & CO.
GENERAL AGENTS AND ADJUSTERS
FOR OREGON
RAILWAY EXCHANGE
PORTLAND, OREGON

June 27, 1927

RECEIVED
JUN 29 1927
STATE HIGHWAY COMMISSION
OREGON

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Re:Contract #850
Hagquist & Bjorkquist
Euchre Creek-Rogue River

We have for acknowledgement your letter dated June 23rd forwarded to our agent Mr. Fred Hollister of North Bend, with which you enclosed notice of claim of Steve Watkins against the above named contractors.

This matter is having our attention and just as soon as disposition of same is made we will advise you accordingly.

Yours very truly,
CONTINENTAL CASUALTY COMPANY

ORG-O.

By

PR # 124-1

June 23,1927

Continental Casualty Co.,
Fred Hollister, Agent,
North Bend, Oregon.

Gentlemen:

We hand you herewith copy of a notice that has been filed in the office of the Secretary of State by Collier H. Buffington, Attorney, it being the claim of Steve Watkins against Hagquist and Bjerkquist, and is for labor performed by him in the sum of $168.27, together with interest thereon at the rate of six per cent from June 8, 1927, in connection with their contract for grading and constructing the North Unit of the Eastes Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County.

This information is given you at the request of the Secretary of State as you appear as surety in the bond furnished by Hagquist and Bjerdquist in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L
enc.

June 25,1927

Hagquist & Bjorkquist,
Marshfield,
Oregon.

Gentlemen:

We hand you herewith a copy of notice of claim that has been filed in this office of the Secretary of State, it being that of Steve Watkins and is for labor performed in the sum of $163.87, together with interest thereon at the rate of six per cent from June 8, 1926, in connection with your contract for the grading constructing of the North Unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway, in Curry County.

This notice is sent you at the request of the Secretary of State. Will you please give it your attention.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
E. B.Glaisyer
Chief Clerk

HEG:L
enc.

June 23,1927

Hon. Sam A. Koser,
Secretary of State,
Office.

Attention M. J. Haas

Dear Sir:

We acknowledge receipt of your letter of the 18th inst. in which you enclose three certified copies of a notice of the claim of Steve Watkins against Hagquist & Bjorkquist, it being for labor performed in connection with their grading and constructing of the North Unit of the Euchre-Creek - Rogue River Section of the Roosevelt Coast Highway in Curry County.

Please be informed that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

...KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

H

857
80F-1

June 18, 1927

RECEIVED
JUN 20 1927
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H.B.Glaisyer,Chief Clerk)

This is to advise that we received from Hon. Collier H. Buffinton, attorney, Gold Beach, Oregon, and filed on June 1, 1927, a notice of claim by Steve Watkins for labor performed in the sum of $163.27 together with interest thereon at the rate of six per cent per annum from June 5, 1926, against the bond taken from Hagquist and Bjorkquist, principals, and the Continental Casualty Company, surety, for the work of grading and constructing the North Unit of the Euchre-Creek - Rogue River Section of the Roosevelt Coast Highway.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By N. J. Sears

Encls.
NH.CS

Continental Casualty Co
Fred Hagquist
North Unit

STATE OF OREGON

Notice is hereby given that the undersigned, Steve Watkins, and Peoples Company of Curry County, an Oregon corporation, as assignee of the said Steve Watkins, have a claim for labor performed in the grading and construction of the North unit of the Euchre Creek - Rogue River Section of the Roosevelt Coast Highway in Curry County, Oregon, in the sum of $163.37, with interest thereon at the rate of six per cent. per annum from June 5, 1926, against the bond taken from Wm. Haggquist and Otto Bjorkquist, co-partners under the firm name of Haggquist and Bjorkquist, as principals, and Continental Casualty Company, a corporation, as surety, for the work of grading and constructing the said North Unit of the Euchre-Creek - Rogue River Section of the Roosevelt Coast Highway, pursuant to the contract of the said Haggquist & Bjorkquist with the State Highway Commission of Oregon, dated October 17, 1925.

Dated this 31st day of May, 1927.

STEVE WATKINS

By COLLIER H. BUFFINTON, his Attorney.

PEOPLES COMPANY OF CURRY COUNTY,
a corporation,

By D. M. MOORE
XXXXXPresident and General Manager.

ENDORSED:
File No. 422.
Filed June 1, 1927. SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Steve Watkins, for labor performed in the sum of $163.27 together with interest, against the bond taken from Hagquist and Bjorkquist, principal, and the Continental Casualty Company, surety, for the work of grading and constructing the North Unit of the Euchre-Creek - Rogue River Section of the Roosevelt Coast Highway, with the original notice of claim filed in the office of the Secretary of State on June 1, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18th day of June, A. D. 19 27

Sam A. Kozer
Secretary of State

By _____
Deputy

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Steve Watkins, for labor performed in the sum of $163.27 together with interest, against the bond taken from Hagquist and Bjorkquist, principal, and the Continental Casualty Company, surety, for the work of grading and constructing the North Unit of the Euchre-Creek - Rogue River Section of the Roosevelt Coast Highway, with the original notice of Claim filed in the office of the Secretary of State on June 1, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18th day of June, A. D. 19 27

Sam A. Kozer

Secretary of State

By _____

Deputy

PR 124-1

February 3, 1927.

Continental Casualty Company,
Jas. McI Wood, Agent,
Railway Exchange Bldg.
Portland, Oregon.

Gentlemen:

Attention: L. A. West, Jr.

Replying to your letter of the 2nd inst. concerning the contract awarded to Hagquist & Bjorquist for the construction of the North Unit of the Elkhorn Creek-Rogue River Section of the Roosevelt Coast Highway, wish to advise as follows:

The first of the two claims mentioned in our previous letter was that of Mr. Steve Watkins, the amount of which was not stated, and was submitted by Mr. Collier H. Buffington, attorney at law, Gold Beach, Oregon. We are informed by Mr. Buffington that this claim has been settled and the matter closed.

The other claim to which we referred was that of Rudolph Entwyler Port Orford, Oregon, against Willis Moore, subcontractor under Hagquist & Bjorquist, for blacksmith work performed in the sum of $40.

Notification of this claim was given to Fred Hollister, agent for your company at North Bend, and he replied to the effect that this bill was not incurred during this work, nevertheless the claim would be paid at once. We have had no notification that it has been paid, but presume that it has been taken care of.

Concerning the amount of the total payments to Hagquist & Bjorquist, will say that this is $75,520.84, as stated to you previously, including the final payment. Of this amount the sum of $648.47 represents payment in connection with force account work. The final payment in the sum of $2,815.60 will be paid to Hagquist & Bjorquist on February 9th, providing you will write us countermanding the request made in the third paragraph of your letter.

Enclosed herewith status report concerning this work as per your requirest.

Very truly yours,

Roy A. Klein,
State Highway Engineer

#850 - Curry Co

OFFICE
YORK

CANADIAN OFFICE
TORONTO

PACIFIC COAST OFFICE
SAN FRANCISCO

86F1

Continental Casualty Company

H. G. B. ALEXANDER, PRESIDENT

Chicago

Final Payment is
#2,813.60

JAS. McI. WOOD
O. A. LYMAN
L. A. WEST, JR
TELEPHONE BROADWAY 6757

JAMES McI. WOOD & CO.
GENERAL AGENTS AND ADJUSTERS
FOR OREGON
RAILWAY EXCHANGE
PORTLAND, OREGON

Voucher paid
75,520.84

February 2, 1927.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: Bond #701 - HAGQUIST & BJORQUIST.

We are just in receipt of your letter of January 31st advising that final settlement will be made under your Contract #850 for the construction of the North Unit, Euchre Creek-Rogue River Section of the Roosevelt Coast Highway about February 9th.

You also give us the information that two claims have been filed against this contract, both of which you infer had previously been given to us. We have gone through our file carefully and it does not disclose any information concerning claims against this contract. In fact, your letter of the above date is the first information we have had with reference to the filing of any claims. We would appreciate your giving us information with the description of the claims filed. Your letter does not indicate the amount of the final payment to be made. Will you please let us know what this is?

As we are desirous of making investigation of the kind and character of the claims filed or likely to be filed in connection with this job, we would appreciate your withholding any final payment due the contractors until our consent is first secured.

About the 3rd of December, we received a status report from your office which was on our usual form, indicating that the contract was properly completed and that the amount paid to October 20th was $70,391.71 and that the retained percentage was $2,177.06 which included an amount of $119.29 for force account work. Your letter of the 31st ult. indicates that the total amount paid the contractors is $75.520.84, but this

ANSWERED
H. B. G.

OFFICE
YORK

CANADIAN OFFICE
TORONTO

PACIFIC COAST OFFICE
SAN FRANCISCO

Continental Casualty Company

H.G.B. ALEXANDER, PRESIDENT

Chicago

JAS. McI. WOOD
O. A. LYMAN
L. A. WEST, JR
TELEPHONE BROADWAY 6757

JAMES McI. WOOD & CO.
GENERAL AGENTS AND ADJUSTERS
FOR OREGON
RAILWAY EXCHANGE
PORTLAND, OREGON

apparently does not include the final estimate. In order that our records may be brought down to date, we are submitting amended status report, and as our adjustment with the contractors is made on a basis of the information submitted, we would greatly appreciate having this completed and returned to us as promptly as possible.

Very truly yours,

LAW G

JAS. McI. WOOD & CO.

By

#850-80F-1
PR 124-1

January 31, 1927.

Continental Casualty Company,
Jas. McI. Wood & Company, Agents,
Railway Exchange Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 850 for the construction of the North Unit - Euchre Creek-Rogue River Section of the Roosevelt-Coast Highway in Curry County consisting of 7.01 miles of grading has been completed by the contractors, Esquist & Bjorquist, and that final settlement will be made by the State with said contractors for work done under said contract on or after February 9th, 1927.

The State has been advised of two claims against this contract, both of which you also have been advised, but the State assumes no responsibility for these or any other claims which may be filed.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors on this contract is $75,530.04 of which amount $648.47 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gleiger,
Chief Clerk.

Dict. by J. McFarland.

cc to Mr. Fred Hollister, North Bend, Oregon.

December 30, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

Please advise as to when and how payment was made for the 7,118 pounds of metal reinforcement which was furnished in July to contractors Engquist and Bjornquist for use on the south unit of the Rogue Creek-Rogue River Section.

Mr. Teele's estimate for work done to July 20, 1926, indicates that this steel was taken from Unit 2 of the Burnt Hill-Chetco River Section but we are unable to find any record of any payment having been made to the Engelhart Construction Company, or to any one else. We do, however, find a bill submitted by Mr. Libby in November 1926, covering payment to the Engelhart Construction Company for 5,480 pounds of reinforcing steel left on hand, but in this bill it was stated that this material is in storage at the Engelhart camp.

Please let us hear from you at once so that the matter can be properly handled in the final estimates for the two projects which are concerned, both of which final estimates are now about to be paid.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

Form 39—29449—2 M—10-35.

PR 124—1

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Dec. 6th. 1935

Job Name Eschre Creek-Rogue River North Unit.

Week from Nov. 28th. to Dec. 5th.

Mail Address Grants Pass. Ore.

Highway Roosevelt Coast.

Telegraph or Telephone Address " " "

County Curry. Job Prefix 8PF-1

Express and Freight Address " " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

No Crew.

Self in office 200 foot trip.

(See back of this sheet for instructions and detailed information.)

Signed Jno. G. Doyle

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project 7.01

Miles completed 7.01

Miles completed except finishing ..... —

Miles covered by contractor's forces ..... —

Miles cross-sectioned 7.01

Miles cross-sections completed and checked 7.01

Miles to be remeasured ..... —

Number men in Engineering Party 1

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about ..... Oct. 31st 1926.

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... S.P.F-1 ..... Percentage 50%

Other jobs ..... S.P.F-2 ..... Percentage 50%

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

PR # 124-1
North Unit,
Umbrella Creek - Reynolds

OREGON STATE HIGHWAY COMMISSION

October 25, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

Please complete the enclosed extra work order by adding information as to the occasion for the performance of the work involved, and as to the conditions which make the work eligible for force account payment.

We request this information for the reason that it is rather unusual to allow force account payment for the blading of subgrade in connection with a grading contract.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Frobert
Office Engineer.

SHF:AP

FORM EB A553 500 9-26

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. [illegible]LONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

PR * 124-1

OCT 2 192[illegible]
OREGON

October 1st, 1926.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Herewith attached please find your note regarding work order #2 on the Hagquist & Bjorkquist section. This force account order was made out after their work had been completed. The road was somewhat cut up by recent rains and I am having them go over the entire section between Euchre Creek and Wedderburn to keep it smooth so the early rains will run off. As soon as the contractor is in shape to begin he will do such blading as is required.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
Inc. 1.

FORM 2-A A1965 2500 7-26

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

#850-887-1
Q124-1

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

August 24, 1926.

IN YOUR REPLY PLEASE REFER TO FILE NO. .....

ATTENTION: .....

Continental Casualty Company,
Fred Hollister, Agent,
North Bend, Oregon.

Dear Sir:

This letter is to advise you that we have today received a letter from Mr. Rudolf Leutwyler of Port Orford, Oregon, in which he states that he has a claim against Mr. Willis Moore, a subcontractor under Hagquist & Bjorquist, in connection with their contract for the construction of the North Unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway, which claim is in the sum of $40.00, and is for black smith work furnished on this job.

It seems that he has been unsuccessful in getting a satisfactory settlement of this claim from either Mr. Moore or Hagquist & Bjorquist, and has appealed to us for assistance. We have advised him that the Continental Casualty Company are the surety on the bond in connection with this contract and that you are the local agent, and that if he is unsuccessful in securing a satisfactory settlement from either Mr. Moore or Hagquist & Bjorquist, that he should look to you for further assistance.

This information is given you as you appear as surety on the bond furnished by Hagquist & Bjorquist in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By H. B. Glaisyer

H. B. Glaisyer,
Chief Clerk.

hbg/er

NOTED
H. B. GLAISYER

#850-80F-1
OQ 124-1

August 24th, 1926.

Mr. Rudolf Leutwyler,
Port Orford, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 20th instant, advising us of your claim against Mr. Willis Moore, subcontractor under Hagquist & Bjorkquist in connection with their contract for the grading of the North Unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County.

In reply will say that in connection with all state highway contracts the successful bidder is required to furnish the State Highway Commission with a surety bond which is for the purpose of protecting labor and material claims incurred against the contract. In this particular instance, Hagquist & Bjorkquist furnished us with a bond, which bond was underwritten by the Continental Casualty Company for whom Fred Hollister was the agent. Mr. Hollister's address is North Bend, Oregon.

We would suggest that you file notice of your claim with the Continental Casualty Company through Mr. Hollister, and it is likely that you can secure a satisfactory settlement in this way. If you are not able to get a satisfactory settlement, then you still have recourse to action in the courts and should file a notice of your claim with the Secretary of State as provided in Section 2991 of the Oregon Laws, a mimeographed copy of which is enclosed herewith.

Complying with our usual practice in matters of this kind, we are today advising the surety copy and the contractor of the existence of your claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er
enclosure

OG 124-1

...TTLE ROCK GARAGE

MACHINE SHOP

Leutwyler Bros., Props.

Port Orford, Oregon, Aug 20 1926

State Highway Commission
Salem.
Oreg.

Gentlemen:

Mr. Willis Moore, who is a Sub-Contractor under Haggquist & Bjorkquist on the Euchre section, Roosevelt Highway, owes me the sum of $46.00 for blacksmith work furnished on this job. I called with Mr. Haggquist and he refuses to pay the bill, as he said

H.B.G.

...ge receipt from ...
...in which he states
...ers is indebted to
...furnished Mr. Moore
...connection with the
...k of the Euchre Creek
...block rock work

...claim is protected
...with the amount sup-
...mation from Mr. Moore,
...is taken care of.
...ow are the money on
...
...H.
...ay Engineer.

...ower as agent on the
...

...yer.
...

...ICE.

...TLE ROCK GARAGE

MACHINE SHOP

Leutwyler Bros., Props.

Port Orford, Oregon, ...192.....

he had paid him in full.
What protection have I
from the state in this
matter.

I called to see Haggquist
+ Borkquist about this
matter about 2 months ago
before they had said Mr Moore
and they paid me all but
the $40.00

Thanking you for an early
reply. I am.

Very Truly Yours

Rudolf Leutwyler

H.B.G.

hbg/er

PQ 124-1

...ired from ...
...ich he states
...s indebted to
...ed Mr. Hoops
...ection with the
...the Hunters Creek-

...e protected
...the county com-
...from Mr. Hoops.
...case of ...
...the county be
...
...
...gineer.
...
...ne county on the
...

CC CC CQ 124-1

August 24th, 1926.

Haggquist & Bjorquist,
Marshfield, Oregon.

Gentlemen:

This letter is to advise you that we have received from Mr. Rudolf Leutwyler of Port Orford, a letter in which he states that Mr. Willis Moore, one of your subcontractors is indebted to him in the sum of $40.00 for blacksmith work furnished Mr. Moore in connection with his subcontract with you in connection with the contract for the construction of the North Unit of the Rogue River Section.

We have advised Mr. Leutwyler that his claim is protected by your bond and that he should file a notice with the surety company in the event that he cannot secure satisfaction from Mr. Moore. We presume that you will see that this matter is taken care of.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

August 24, 1926.

Continental Casualty Company,
Fred Hollister, Agent,
North Bend, Oregon.

Dear Sir:

This letter is to advise you that we have today received a letter from Mr. Rudolf Leutwyler of Port Orford, Oregon, in which he states that he has a claim against Mr. Willis Moore, a subcontractor under Hagquist & Bjorquist, in connection with their contract for the construction of the North Unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway, which claim is in the sum of $40.00, and is for black smith work furnished on this job.

It seems that he has been unsuccessful in getting a satisfactory settlement of this claim from either Mr. Moore or Hagquist & Bjorquist, and has appealed to us for assistance. We have advided him that the Continental Casualty Company are the surety on the bond in connection with this contract and that you are the local agent, and that if he is unsuccessful in securing a satisfactory settlement from either Mr. Moore or Hagquist & Bjorquist, that he should look to you for further assistance.

This information is given you as you appear as surety on the bond furnished by Hagquist & Bjorquist in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

PQ 124-1

July 28, 1926.

James McI. Wood & Company, General Agents,
Continental Casualty Company,
Railway Exchange Building,
Portland, Oregon.

Attention Mr. L. A. West, Jr.

Gentlemen:

We have your letter of the 26th inst., regarding request of Hagquist & Bjorkquist for an extension of time on their contract for grading the North Unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway. Replying to your inquiry as to whether or not the Highway Commission will grant an extension of time, will say that this will be done by the State Highway Commission at the first meeting following receipt of Hagquist & Bjorkquist's request for such an extension accompanied by the consent of the surety on the bond furnished by them in connection with this contract.

We are unable to state at this time whether or not Hagquist & Bjorkquist will be penalized for not having completed their contract by the time originally specified by the Highway Commission. This is a matter which is strictly up to the State Highway Commission and can not be stated until after the Commission has considered the matter.

As to just what has delayed the contractor from finishing the work on time, we are also unable to state, as we do not have the detailed information in this office.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

8-07-1

CANADIAN OFFICE
TORONTO

PACIFIC COAST OFFICE
SAN FRANCISCO

Curry
124-1

Continental Casualty Company

H. G. B. ALEXANDER, PRESIDENT

Chicago

JAS. McI. WOOD
O. A. LYMAN
L. A. WEST, JR.

TELEPHONE BROADWAY 6757

JAMES McI. WOOD & CO.
GENERAL AGENTS AND ADJUSTERS
FOR OREGON
RAILWAY EXCHANGE
PORTLAND, OREGON

July 26, 1926.

Mr. Roy A. Klein,
Secy. State Highway Commission,
Salem, Oregon.

Dear Sir:

Re: #701 - HAGQUIST & BJORQUIST.

We executed a bond for the above parties covering the construction of 7.01 miles of grading on the North Unit, Euchre Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County, referred to as your contract #850.

The contractors have requested from us a stipulation for an extension of time to the bond which was executed. Our Home Office is willing to grant this extension of time under the bond provided it is satisfactory to the Highway Commission. Will you be kind enough to let us have a letter from you stating that such extension of time will be granted to the contractors?

We would also like to know what may have delayed the work to prevent them from finishing it on time.

Ent-8

LAW G

Very truly yours,

JAMES McI. WOOD & COMPANY

By

H. B. O.

Contract Amt-20-152,469.75
Retained - $5773.50
75% on June 20th

with ... Aug. 30-26

#850-887-1

pg 124-1

LAW OFFICES OF
COLLIER H. BUFFINGTON
GOLD BEACH, OREGON

March 24, 1926.

Mr. H. D. Glaisyer, Chief Clerk,
State Highway Commission,
Salem,
Oregon.

Dear Sir:

Pursuant to your request of the 19th. I enclose herewith my affidavit of claim against Haggquist and Bjorkquist.

The contractors have now settled this claim and the matter is closed.

Thanking you for your courtesy in the matter. I am

Yours very truly,

Collier H. Buffington

State of Oregon)
) SS
County of Curry)

I, Collier T. Buffington, being first duly sworn, on oath depose and say:

That I have for collection an account against Hagquist & Bjorkquist, co-partners, and contractors with the State of Oregon for the construction of Unit One of the Euchre-Creek- Rogue River Section of the Roosevelt Coast Highway in Curry County, Oregon; that the said account is for work and labor performed by one Steve Watkins for and on behalf of the said Contractors in the grading of the said section of the said highway in the amount of One Hundred and Twenty-Nine Dollars;

That this affidavit is made for the purpose of procuring from the State Highway Commission of Oregon a certified copy of the bond of the said Contractors covering the said contract.

Collier T Buffington

Subscribed and sworn to before me this 2nd day of March, 1926.

Ina Campbell

County Clerk of Curry County, Oregon.

GC GC 09124

October 28, 1928.

Mr. Fred Hollister,
Attorney at Law,
North Bend, Oregon.

Dear Sir:

We have your letter of the 22nd inst., enclosing two executed copies of the contract and bond covering the contract awarded to Engquist & Bjorquist by the Highway Commission for the construction of the North Unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County.

Due to the fact that it is absolutely necessary to have at least three fully executed copies of this contract and bond, we respectfully request that you mail us another one of the four copies sent to Engquist & Bjorquist as we presume that two copies were retained in your office.

Should it be necessary for you to have a blank copy for your files we will be pleased to mail you one upon request.

Your early attention to this matter is respectfully requested so that the contract may be presented to the Highway Commission at their meeting on Tuesday the 27th of this month.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

RBG:LM

FRED HOLLISTER
Lawyer

NORTH BEND, OREGON

Oct 22/25

State of Oregon, Highway Commission

Salem, Oregon.

Gentlemen,- Attention Secretary.

Upon behalf of Messrs Hagquist & Bjorquist, I am handing you herewith two copies of executed bond in the sum of $38,490.00- being for completion of Grading North unit of Euchre Creek-Rogue River Section of Roosevelt Highway- 7.01 miles of grading.

Kindly acknowledge receipt to the undersigned.

Very truly-

Fred Hollister

2 copies only returned

Form 39—8916—OM—8-26.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

09 124

NOTED

Date October 27th., 1925

Job Name Euchre Creek - Rogue River North Unit

Highway Roosevelt Coast.

County Curry. Job Prefix 8PF-1

Week from Oct. 19th to 24th.

Mail Address Wedderburn. Ore

Telegraph or Telephone Address " "

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Clearing Stakes - 1115-1182 - 1322-1344

Cross Sectioned and Referenced Points. Sta. 1146 - 1168

Contractor began Grading Oct 20th.

Mr W.E Chandler - over work. Oct. 23rd.

RECEIVED
OCT 28 1925
MARSHFIELD DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed Jas D Doole

Title Res Engr.

GRADING CONSTRUCTION

Total miles of grading on project 1.701

Miles completed —

Miles completed except finishing —

Miles covered by contractor's forces 0.25

Miles cross-sectioned 0.1

Miles cross-sections completed and checked —

Miles to be remeasured —

Number men in Engineering Party 4

Contractor's average force for week 25 men,

7 teams, — steam shovels

Grading work will be completed about July 31st 1926

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 8PF-1 Percentage 80%

Other jobs 8PF-2 Percentage 20%

Other jobs Percentage

Other jobs Percentage

CONTRACT# 851,

CONTRACT# 851,

PR 124-A Euchre Cr.-Rogue River 1925-1927
South Unit

351

#851-80
DR 124-2

May 16, 1927

Aetna Casualty & Insurance Company,
Eaton, Ilvedy & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We wish to inform you that we have received from Jim Tsikoff and William Segoff notice of their claim in the sum of $36,000.00 against Scholl & Rhodes, being for services performed as sub-contractors in connection with the Scholl & Rhodes contract for grading of the south unit of the Rogue-Siskiyou River section of the Roosevelt Coast Highway in Curry County.

This information is given you as you appear to carry on the bond furnished by Scholl & Rhodes in this instance.

Very truly yours,

R. A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

May 18,1927

Schell & Hunter,
Oakland,
Oregon,

Gentlemen:

This letter is to inform you that we have today received notice of a claim of Jim Ishoff and William Segoff against you for services performed in connection with your contract for the grading of the Crescent unit of the Eschre Creek-Logue River section of the Roosevelt Coast Highway in Curry County. [illegible] of your claim with the surety [illegible]

The amount of this claim is $26,980.38.

Very truly yours,

R. A. KLEIN
State Highway Engineer

By

H. B. Glainyer
Chief Clerk

HBG:L

May 16,1927

Mr. Jim Takoff;
Mr. William Segoff;
601 McKay Building,
Portland, Oregon.

Gentlemen:

We acknowledge receipt of your notice of claim against Schell & Rhodes, being in the sum of $36,930.32, for work performed in connection with their contract No. 851 for the grading of the south unit of the Rogue River Section of the Roosevelt Coast Highway in Curry County. We would suggest that you file notice of your claim with the surety on the bond furnished by Schell & Rhodes, in this instance the Aetna Casualty & Insurance Company, whose local agents are Bates, Lively & Pearson, with offices in the Yeon Building, Portland.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

May 16,1927

Mr. Jim Takoff:
Mr. William Sageff:
601 McKay Building,
Portland, Oregon.

Gentlemen:

We acknowledge receipt of your notice of claim against Schell & Rhodes, being in the sum of $36,930.32, for work performed in connection with their contract No. 851 for the grading of the south unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County. We would suggest that you file notice of your claim with the surety on the bond furnished by Schell & Rhodes, in this instance the Aetna Casualty & Insurance Company, whose local agents are Bates, Lively & Pearson, with offices in the Yeon Building, Portland.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By H. B. Glaisyer
Chief Clerk

HBG:L

To the State of Oregon (Highway Commission)

.....Salem, Oregon.

Notice is hereby given that the undersigned Jim Takoff and William Sagoff (sometimes known as Bill Sagoff) have a claim for labor performed and material furnished as sub-contractors under and by virtue of that certain sub-contract made October 12th, 1925, between Sam Schell and C. Frank Rhodes, co-partners under the firm name of Schell and Rhodes, in said sub-contract called the Contractors, and Jim Takoff, William Sagoff and A. T. Kupoff, co-partners in said contract, called the contractors. Said labor performed and material furnished consisted of the clearing and grubbing required on the south unit of the Euchre Creek Mussel Creek Section of the Roosevelt Highway in Curry County, Oregon, and the construction and completion of the portion of the south unit of the Euchre Creek Rogue River Section of the Roosevelt-Coast Military Highway in said Curry County between engineers' stations 1466 plus 00 and 1528 plus 00, and between engineers' stations 1586 plus 00 and 1625 plus 00, including grading, excavation, culvert installation, dry rubble masonry, rip-rap, and placed rock slopes, and all other required by the contract of the contractors with the State Highway Commission and embraced between the stations aforesaid, except the construction of one timber bridge near the Wedderburn saw mill, and said work performed and material furnished consisted of the construction of certain culverts, rubble flume, certain force account work, certain back filling, extra clearing, and culvert headers performed as extras under said contract in the aggregate amount of $9504.08; the work performed and material furnished under

said contract amounted in the aggregate, exclusive of said extras, to the sum of $72544.11; there was accrued under said contract as damages on account of delay on the part of said contractors in furnishing equipment therein agreed to be furnished, added costs in the sum of $5988.98; that said Schell and Rhodes are entitled to credits for money paid and and material and labor furnished on account of the performance of said contract and said extra work, and on account of damages for delay aforesaid in the sum of $51,106.85, and there is a balance due on account of said contract and said extra work and damages aforesaid in the sum of $36,930.32, and the undersigned have a claim for said sum of $36,930.32 against the said Schell and Rhodes, and the surety on their bond hereinafter mentioned in said sum; said work was performed under said contract by the undersigned Jim Takoff and Bill Sagoff and one Evan Kupoff; said Evan Kupoff was by consent of said A. T. Kupoff and these claimants substituted as a contracting party under said cpntract, and the said Schell and Rhodes likewise consented to the substitution of said Evan Kupoff as a contracting partner under said contract, and subsequent to the performance of said work and the furnishing of said material the said Evan Kupoff, for a valuable consideration by an instrument in writing, assigned his interest in said contract and the sums due thereunder to the undersigned Jim Takoff, and the said Jim Takoff is now the owner of a two-third partnership interest in and to said sums hereby claimed, and the said Bill Sagoff is the owner of a one-third partnership interest in and to the said sums hereby claimed; That said claimants have a claim for said labor and material in the amounts and sums aforesaid against the said Schell and Rhodes, and against the bond taken from the Aetna Casualty & Surety Company, a corporation of Hartford, Connecticutt,

for the work of clearing, grubbing and grading the south unit of the Euchre Creek Rogue River Section of the Roosevelt-Coast Highway in Curry County, Oregon, Project #936, Contract #851, according to the numbering system of the Highway Commission of the State of Oregon.

Dated this 5 day of ~~April~~ May, 1927.

Jno. Scharff

~~Bill Smith~~

PR 124-2

March 31, 1927.

Mr. Lyman Griswold,
1015 Porter Bldg.
Portland, Oregon.

Dear Sir:

Replying to your inquiry of the 30th inst. concerning final settlement with Sahell & Rhodes, for the construction of the South Unit of the Elkhorn Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County, contract No. 881, will say that a warrant in final payment of this work was mailed to the contractor on December 20th, 1926. Total payments to them amounted to $124,698.80.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG: JS

LYMAN GRISWOLD
CONSULTING CIVIL ENGINEER
M. AM. SOC. C.E.
PORTLAND, OREGON

March 30th

1 9 2 7

Mr. R.A.Klein,
State Highway Engineer,
Salem, Ore.

Dear Mr.Klein:

I should like to know if the final settlement has been made with Shell & Rhodes on the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway.

Very truly yours,

Lyman Griswold

LG/B

1015 Porter Bldg.

South unit - Euchre Creek - Rogue River Section
#851 - Curry Co.
Final payment was in amt $3,314.81
Was mailed to Contractors on Dec-20-1926
Total paid - $124,696.89
Force account. $149.34

for
per us the detail
#858

PR-124-2

January 13, 1927

Lord & Moulton, Lawyers,
1107 Spalding Bldg.
Portland, Oregon.

Gentlemen:

Attention: Arthur I. Moulton.

In response to your request of the 11th inst., we are mailing to you herewith certified copy of the contract and bond between Schell and Rhodes and the State Highway Commission for the grading of the south unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County.

There is no charge for this copy.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:B
Enc.1

WM. P. LORD
ARTHUR I. MOULTON

LORD & MOULTON
LAWYERS
1107 SPALDING BUILDING
PORTLAND, OREGON

January 11, 1927

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

Herewith I hand you the affidavit of Bill Sagoff, and in conformity with Section 2991, Oregon Laws, we are requesting that you furnish a copy of the Schell & Rhodes contract and of the bond. The amount in dispute under this contract is substantial, and we are preparing the necessary proceedings to perfect a lien on the bond, and would thank you to send us this contract and bond as soon as convenient.

Any sum that should be paid for the copy we will promptly remit on receipt of information from you.

Very truly yours,

LORD & MOULTON

AIM'B

By Arthur I. Moulton

ANSWERED
H. B. G.

STATE OF OREGON)
: SS
County of Multnomah)

I, BILL SAGOFF, being first duly sworn, on oath say: that heretofore and during the performance of the work hereinafter mentioned, Jim Takoff, myself Bill Sagoff, and Evan Kupoff were co-partners doing business under the name of Takoff, Sagoff & Kupoff, and that as such co-partners we performed work and furnished material to and for Schell & Rhodes, co-partners, in performance of their contract for the construction of the Wedderburn section of the Roosevelt Coast Highway, more definitely described as Oregon State Highway Commission contract No. 851; that subsequent to the performance of said work, said Jim Takoff purchased the interest of said Evan Kupoff in said co-partnership and in the moneys due on account of said work, and the balance of moneys now due on account of said work and materials furnished is due to Jim Takoff and myself, Bill Sagoff; that labor and materials for the prosecution of said work has been supplied by said Jim Takoff and myself and said Evan Kupoff, the assignor of said Jim Takoff, and payment for the same has not been made, and for the purpose of enforcing payment thereof, I request that a certified copy of the contract and bond upon which said Schell & Rhodes proceeded be furnished to me.

Bill Sagoff

Subscribed and sworn to before me this 11th day of January, 1927

Marie Bennett

NOTARY PUBLIC FOR OREGON
My Commission Expires March 5, 1929

#857-8PF-2
PR124

December 30, 1926.

Aetna Casualty and Surety Co.
Betts, Lively and Pearson, Agents.
Yeon Building.
Portland, Oregon.

Dear Sirs:

Attached you will please find copy of notice we have today received from William A. Carter, Attorney at Law, Portland, Oregon, of having mailed of claim of A. C. Ingoff, Jim Scholl and Bill Ingoff, against Scholl and Rhodes in the sum of $75,000. in being for subcontract work done for them in connection with their contract for the grading of the south unit of the Rogue River-Siskiyou Section of the Pacific Coast Highway in Curry County. This notice is given you as you appear as surety on the bond furnished by Scholl and Rhodes in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:B
Enc.

December 30th, 1926.

Schell & Rhodes,
Oakland, Oregon.

Gentlemen:

Herewith is enclosed is a copy of notice we have today received from William A. Carter, Attorney at Law, Portland, Oregon, being that of A. T. Engoff, Jim Tenoff and Bill Engoff, in the sum of $78,000 for subcontract work under yourselves in connection with your contract for the grading of the south unit of the Smoke Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County.

Very truly yours,
State Highway Engineer

Roy A. Klein,
State Highway Engineer

By

H. B. Glaiqyer,
Chief Clerk.

HBG:S
Enc.

December 30, 1926.

December 18, 1926.

Mr. William A. Carter,
Attorney at Law,
1218 Selco Building,
Portland, Oregon.

Dear Sir:

In compliance with your request of the 18th inst., we are mailing to you herewith certified copy of State Highway Contract #861, awarded to Schell and Rhodes for grading of the south unit of the Rogue River Section of the Roosevelt Coast Highway in Curry County, bond

Very truly yours.

Roy A. Klein,
State Highway Engineer

By

Yours very truly,

H. B. Glaisyer,
Chief Clerk.

HBG:S
Enc.

90

December 30, 1926.

Mr. William A. Carter,
Attorney at Law,
1212 Ganco Building,
Portland, Oregon.

Dear Sir:

In compliance with your request of the 18th inst., we are mailing to you herewith certified copy of State Highway Contract #2611, executed to Schell and Rhodes for grading of the south unit of the Euchre Creek to Rogue River Section of the Roosevelt Coast Highway in Curry County, bond and contract at your convenience.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

Yours very truly,

M. B. Glaisyer,
Chief Clerk.

HBG:S
Enc.

WILLIAM A. CARTER
ATTORNEY AT LAW
1212 OASCO BUILDING
PORTLAND, OREGON

DEC 20 1926

December 18, 1926.

Mr. Roy A. Klein,
Office of Highway Engineer,
State House,
Salem, Oregon.

Dear Mr. Klein:--

I enclose you herewith an affidavit of Mr. A. T. Kupoff, who has performed work and furnished material in connection with a portion of the Roosevelt Highway, and will ask you to kindly let me have a certified copy of the contractor's bond and contract at your earliest convenience.

Thanking you in advance for your kind attention to this request, I remain

Yours very truly,

WAC:EB

#851

send unit Enclose Cert. Copy reading
The Ceston Co + Sur Co

State of Washington,)
(ss:
County of Multnomah.)

I, A. T. Kupoff, being first duly sworn, depose and say:

That , between the _____ day of October, 1925, and the ____ day of August, 1926, Jim Takoff, Bill Sagoff and E. Kupoff and I were employed by Shell and Rhoades to perform certain work and furnish certain material for the construction and completion of a ~~certain~~ Rogue River portion of the Roosevelt Highway passing through the town of Wedderburn ~~and~~ in Curry County, in the State of Oregon, as described and designated upon the maps and plats thereof on file in the office of the State Engineer, State Highway Commission, State House, Salem, Oregon;

That, pursuant to said employment by said Shell and Rhoades, the general contractors for said work, the firm of A. T. Kupoff, Jim Takoff, Bill Sagoff ~~and E. Kupoff~~, copartners, have performed services, furnished material as sub-contractors upon said work; that said work and materials were rendered between the dates aforesaid; that said work was and is of reasonable value of $80,000.00, of which said sum, $2,000.00 only is known to have been paid, leaving a balance of $78,000.00 due and owing from Shell and Rhoades to Jim Takoff, Bill Sagoff and ~~E. Kupoff~~ and myself, on account of said service and said material.

That I make this affidavit for the purpose of securing a copy of the contractor's contract and bond in accordance with Section 2991, Oregon Laws.

A. T. Kupoff

Subscribed and sworn to before me this 15 day of December, 1926.

Jay O Allen

Notary Public for Washington,

My comm. expires Oct 27 1930

PR # 124-2

December 16, 1926.

Mr. John Pitheulas,
Gold Beach, Oregon.

Dear Sir:

In reply to your letter of December 10, we have to advise that the final estimate for the Hunters Creek-Rogue River Section shows a total of 2759.7 cubic yards of solid rock excavation between Stations 1619 and 1625. It is indicated, however, that of the above quantities, 34.5 cubic yards was a slide which was removed by sub-contractors Takoff, Sageff and Kapoff.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. E. Probert
Office Engineer.

SEP:AP

Gold Beach Ore.
Dec. 10, 1926

Oregon State Highway Comm.
Salem Oregon

Gentlemen;

Kindly give me information on stations between 1619 and 1625 of how many cubic yards. At Cubic Yards Rogue River Section of the Roosevelt Coast Highway

Very Truly Yours
John Pithoulas

2725.2 S.R.

ROY A. KLEIN.
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Checked by J. McFarland.

#851-80F-2
PP 12'4-2

December 10, 1926.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway contract No. 851 for the construction of the South Unit of the Euchre Creek-Rogue River Section of the Roosevelt-Coast Highway in Curry County, consisting of 5.98 miles of grading, has been completed by the contractors, Schell & Rhodes, and that final settlement will be made by the State with said contractors for work done under said contract on or after December 20th, 1926.

The State has been advised of several claims against this contract, all of which you also have been advised, but the State assumes no responsibility for these or any other claims which may be filed against this contract.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid on this contract was $124,696.89 of which amount $142.34 was for force account. The work on this contract was completed on Sept. 4, 1926.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Chalmyer,
Chief Clerk.

Dftd. by J. McFarland.

#851-807-2

BROADWAY 0297

WM. P. LORD
ARTHUR I. MOULTON

PTP 124-2

LORD & MOULTON

LAWYERS
1107 SPALDING BUILDING
PORTLAND, OREGON

file

October 18, 1926

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Dear Sir:

Thanks for your favor in regard to the claim of Takoff & Company against Schell & Rhodes. There still has been no final estimate in this matter and Takoff & Company feel that the matter is not being handled either expeditiously or properly.

We appreciate that, as you say in your letter, you are dealing only with the contractor, but at the same time, it is within your province to see that sub-contractors are not imposed upon with the knowledge of your office or with the connivance of anyone of your employes. We do not know that there is any intention to do an injustice in this matter, but information Takoff has in hand indicates that sums justly due Takoff are to be shifted to Schell & Rhodes' account by making undue allowances for work done by Schell & Rhodes and subtracting these from work done by Takoff & Company through the medium of improper estimates.

We hope we will not have to do anything further than call the attention of your commission and trust you will make an effort to see to it that an injustice is not attempted.

Very truly yours,

LORD & MOULTON

By Arthur I. Moulton

AIM/B

Form 39—29449—2 M—10-35.

PR 124-2

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
OCT 21 1935
GRANTS PASS DIV. OFFICE

Date Oct. 21st, 1935

Job Name Evans Creek - Rogue River South Unit

Week from Oct. 14th. to 19th.

Mail Address Wolfenburn. Ore.

Highway Roosevelt Coast.

Telegraph or Telephone Address " "

County Curry. Job Prefix 8 P F-2.

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Engineering crew in office on Final Records.
Lorin Forty - chainman - layed off. Oct. 9th.

Mr. Wm E. Chandler c/o Mr. A E Morris here Oct. 12th.
over work -

Submitted Final Records and Estimate for job. Oct. 16th.

(See back of this sheet for instructions and detailed information.)

Signed Jos. G. Doole.

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project 3.98

Miles completed 3.98

Miles completed except finishing —

Miles covered by contractor's forces —

Miles cross-sectioned 3.98

Miles cross-sections completed and checked 3.98

Miles to be remeasured —

Number men in Engineering Party 4

Contractor's average force for week — *men,*

— *teams,* — *steam shovels*

Grading work will be completed about Sept. 4th 1926

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job S.P.F. - 2 *Percentage* 35%

Other jobs S.P.F. - 1 *Percentage* 65%

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

BROADWAY 0287

PR 124-2

LORD & MOULTON

1107 SPALDING BUILDING

September 30,1926

Lord & Moulton, Lawyers,
1107 Spalding Bldg.
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of September 25rd, 1926, relative to the claim of your clients, Salmoff and Sageff, against Schell & Rhodes, contractors on the Eddyburn section of the Roosevelt Coast Highway, more definitely described as our contract Number 851.

In reply would say this project has been handled in accordance with our customary methods by our resident engineer, who has been in charge of this work during the entire construction period. This work has been further supervised by our division engineer, who has inspected the work at frequent intervals as the work progressed.

The final estimate is now being compiled, and the computations will all be checked over in this office before final payment is made. You will appreciate, however, that our contract is with Schell & Rhodes and all our dealings are with them, and payments will be made to them direct.

In the matter of possible dissolution of the Schell & Rhodes partnership, would say that this Company has a contract with this Department at the present time which will extend over into next year until July 1st at least, and even as late as Tuesday of this week this same company bid on one of our large projects which would take over a year to complete.

Very truly yours,

Roy A. Klein,
State Highway Engineer.

RAK:S

Wm. P. Lord
Arthur I. Moulton

LORD & MOULTON
LAWYERS
1107 SPALDING BUILDING
PORTLAND, OREGON

Sept. 23, 1926

State Highway Commission,
Salem, Oregon

Gentlemen:

Jim Takoff and Bill Sagoff, partners as Jim Takoff & Company, held a contract with Schell & Rhodes covering a part of the work done on the Wedderburn section of the Roosevelt Highway. The final estimates for this work have not been made up, but from things that have come to the attention of Takoff & Company, it is apparent that there is doubt as to whether a fair estimate will be made, and also that Schell & Rhodes, having dissolved partnership, are apt to cause some difficulty in the matter of collection of the sums due Takoff & Company.

We are writing you this letter as a preliminary and would like to know whether it would be possible to have an additional engineer check the report of the deputy engineer in charge of this work, and also whether it would be possible to require Schell & Rhodes to at least make a preliminary effort to settle with Takoff & Company before final settlement is made with them.

We do not have any desire to create any hardship for Schell & Rhodes, but at the same time we feel that it will be the desire of your Commission to see that these contractors are fairly dealt with, and we have some ground for apprehension that they may not be. We will call the matter further to your attention within a few days, as we expect that the final estimates will be ready very soon.

Very truly yours,

LORD & MOULTON

By Arthur I. Moulton

AIM/B

#851-88F-2
PR 124-2

STATE OF OREGON
SECRETARY OF STATE
SALEM

September 24, 1926.

Mr. Sam A. Kozer,
Secretary of State,
S a l e m, Oregon.

Attention Mr. N. J. Hess, Filing Division.

Dear Sir:

We acknowledge receipt of your letter of the 23rd inst. enclosing three certified copies of the claim of Mr. C. M. Churchill, against Schell & Rhodes in the amount of $213.75.

Please be advised that we are today forwarding a copy of this claim to the contractor and the surety on his bond. We are also furnishing Mr. J. C. Johnson, Attorney at Law, Gold Beach, Oregon, with a certified copy of the contract and bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Chaisyer,
Chief Clerk.

HBC:LM

KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

September 23, 1926

State Highway Commission,

Salem, Oregon.

Gentlemen:- (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from J. C. Johnson, Attorney-at-Law, Gold Beach, Oregon, and filed on the 7th inst. a notice of claim by C. M. Churchill for labor of himself and team in the sum of $213.75 against the bond taken from Shell & Rhodes, principal, and the Aetna Casualty & Surety Company, surety, for work on the Roosevelt Highway between Wedderburn and the Geisel Cemetery, Curry County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

We are also enclosing a request by Mr. Johnson for a certified copy of the bond and contract executed by Shell & Rhodes, and will ask you to kindly give the same your attention.

Please acknowledge receipt of the copies of the above notice of claim, at your convenience, and oblige.

Very truly yours,

FILING DIVISION,

H. By M. J. Haas

J. C. JOHNSON,
Attorney-at-Law,
Gold Beach, Oregon

September 3, 1926

Hon. Sam A. Koser,

Secretary of State,

Salem, Oregon.

Dear Sir:-

* * * * * * * * * * *

Will you kindly * * * and send me copies of the bond and contract (#851 by Shell & Rhodes), as provided by said section above referred to (#2991, Or. Laws).

Sincerely yours,

J. C. JOHNSON

Respectfully referred to the State Highway Commission

STATE DEPARTMENT

Gold Beach, Oregon, September 2, 1926

TO THE STATE OF OREGON:

Sam A. Kozer, Secretary of State.

NOTICE IS HEREBY GIVEN that the undersigned, C. M. Churchill, has a claim for labor for himself and team on the Shell & Rhodes Contract No. 851 on the section of the Roosevelt Highway between Wedderburn and Geisel Cemetery, Curry Co. Oregon, in the sum of $213.75, the full particulars of which are set forth in the affidavit hereto annexed, against the bond taken from Shell & Rhodes, as principal, and the Aetna Casualty & Surety Company, as surety, for the work of clearing and grading said section of the Roosevelt Highway.

Dated this 2nd day of September, 1926.

C. M. CHURCHILL

AFFIDAVIT

Re Shell & Rhodes Contract on the Section of the Roosevelt Highway between Wedderburn and Geisel Cemetery, State Highway Contract No. 851

State of Oregon,)
) ss.
County of Curry)

I, C. M. Churchill, being first duly sworn, say that the above contract was let by the State Highway Commission to the firm of Shell & Rhodes; that the firm of Shell & Rhodes subcontracted certain station work to the firm of Takoff, Sagoff, & Kupoff; that said last named firm contracted certain clearing right-of-way work to the firm of H. Herrin and C. Herrin, George Shephard & A. H. Householder; that on and between the 27th day of December, 1925, and the 14th day of March, 1926, at the special instance and request of the said last named firm, I performed work, labor, and services in the matter of clearing right-of-way on said contract for the period of twenty-nine and one-half (29½) days, for which the said firm of H. Herrin and C. Herrin, George Shephard & A. H. Householder promised and agreed to pay me at the rate of $4.50 per day, amounting in the aggregate to $132.75, and they have not paid the same, nor any part thereof, although payment thereof has been duly demanded from all of said firms.

That on or between the 31st day of December, 1925, and the 14th day of March, 1926, at the special instance and request of said firm of H. Herrin and C. Herrin, George Shephard & A. H. Householder, I furnished a team of horses and horse equipment for the purpose of assisting, and did assist, in the clearing of said right-of-way for the period of eighteen (18) days, for

which the said last named firm promised and agreed to pay me at the rate of $4.50 per day, amounting in the aggregate to $81.00, and they have not paid the same, nor any part thereof, although payment has been demanded of said firm and of all of said firms herein mentioned; that as a result of my said personal labor and the labor of my team there is now due and owing me on account thereof the sum of $213.75, no part of which has been paid.

That in connection with said State Highway contract the said firm of Shell & Rhodes furnished a surety bond for the protection of all workmen engaged on said contract, which said surety bond was given by the Aetna Casualty & Surety Company, as surety, who are represented by the firm of Bates, Lively & Pearson, who have offices in the Yeon Building, in Portland; that an itemized statement of the work so performed is hereto attached and made a part hereof, showing the dates upon which said work was performed by myself and the dates upon which said work was performed by said team of horses.

That I have given said Aetna Casualty & Surety Company notice of my said claim by mailing the same to their local agents, Bates, Lively & Pearson, in the Yeon Building, Portland, Oregon.

I make this affidavit and claim for the purpose of filing the same with the Secretary of State under the provisions of section 2991, Or. L.

C. M. CHURCHILL

Subscribed and sworn to before me this 2nd day of September, 1926.

J. C. JOHNSON
Notary Public for Oregon
My Commission expires January 16, 1929

(SEAL)

United States of America

STATEMENT OF WORK PERFORMED

I, SAM A. KOZER, Secretary of State of the State of Oregon, and custodian of the records of said State, do hereby Personal Labor Team Work

That I have carefully compared the annexed copy of notice of claim by F. A. Churchill for labor performed on land in the city of Salem, Oregon, and mineral claim filed in the office of the Secretary of State, and that the same is full, true and correct transcript therefrom and the whole thereof, together with the endorsements thereon.

1925		
Dec.	27	1 day
"	28	1 day
"	29	1 day
"	31	½ day
1926		
Jan.	1	1 day
"	2	1 day
"	3	½ day
"	5	½ day
"	6	½ day
"	7	1 day
"	8	1 day
"	9	½ day
"	10	1 day
"	11	1 day
"	12	1 day
"	27	1 day
Feb.	18	½ day
"	22	1 day
"	23	1 day
"	24	½ day
"	25	1 day
"	26	1 day
"	27	1 day
"	28	1 day
Mar.	1	1 day
"	3	½ day
"	4	½ day
"	5	1 day
"	6	1 day
"	7	½ day
"	8	1 day
"	11	1 day
"	12	1 day
"	13	1 day
"	14	½ day

Total 29½ days at $4.50 per day $132.75

1925		
Dec.	31	½ day
1926		
Jan.	1	1 day
"	2	1 day
"	3	½ day
"	5	½ day
Feb.	1	½ day
"	2	½ day
"	5	½ day
"	8	½ day
"	9	½ day
"	11	1 day
"	12	½ day
"	14	1 day
"	15	1 day
"	23	½ day
"	24	½ day
"	25	½ day
"	28	½ day
Mar.	1	½ day
"	2	½ day
"	5	1 day
"	6	1 day
"	7	½ day
"	8	1 day
"	11	1 day
"	12	½ day
"	14	½ day

Total 18 days at $4.50 per day $81.00

ENDORSED:
File No. 535
Filed September 7, 1926, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by C. M. Churchill for labor of himself and team in the sum of $213.75 against the bond taken from Shell & Rhodes, principal, and the Aetna Casualty & Surety Company, surety, for the work of clearing and grading the section of the Roosevelt Highway between Wedderburn and Geisel Cemetery, Curry County, Oregon, with the original notice of claim filed in the office of the Secretary of State on September 7, 1926, and that the same is a full, true and correct transcript therefrom and the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of September, A. D. 1926.

Sam A. Kozer

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by C. M. Churchill for labor of himself and team in the sum of $213.75 against the bond taken from Shell & Rhodes, principal, and the Aetna Casualty & Surety Company, surety, for the work of clearing and grading the section of the Roosevelt Highway between Wedderburn and Geisel Cemetery, Curry County, Oregon, with the original notice of claim filed in the office of the Secretary of State on September 7, 1926, and that the same is a full, true and correct transcript therefrom and the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of September, A. D. 1926.

Secretary of State

By _____

Deputy

DP 124-2

September 24, 1936.

Schell & Rhodes,
Oakland, Oregon.

Gentlemen:

At the request of the Secretary of State we are mailing to you herewith certified copy of the notice of the claim of S. M. Churchill against yourselves, it being for labor performed for you in the sum of $213.75 in connection with your contract for the grading of the south unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

HBC:LM

Encl.

PR 124-2

September 30, 1936.

Aetna Casualty & Surety Company,
c/o Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

At the request of the secretary o. state we are mailing to you herewith certified copy of notice of claim that has been filed in his office by Mr. J. E. Johnson, Attorney at Law, Gold Beach, Oregon, it being the claim of Mr. C. M. Chowchill against Scholl & Rhodes in the sum of $213.75 for labor performed for Scholl & Rhodes in connection with their contract for the grading of the South Unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County, our contract No. 851.

This notice is mailed to you as you appear as surety on the bond furnished by Scholl & Rhodes in this instance.

Very truly yours,

HOY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Encl.

PR 124 - 2

September 24, 1928.

Mr. J. O. Johnson,
Attorney at Law,
Gold Beach, Oregon.

Dear Sir:

Herewith please find certified copy of contract and bond of Sobell & Rhodes in connection with their contract for grading the south unit of the Euchre Creek-Rogue River Section of the Roosevelt-Coast Highway in Curry County.

This is sent in conformance to your request of the 3rd instance to the Secretary of State and which has just today come to our notice.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gleimyer,
Chief Clerk.

HBG:JM
Encl.

OF OF PP 124-2

OREGON Sept. 17th. 1926.

September 20, 1926.

Schell and Rhodes, Gen. Contractors,
Roseburg, Ore.
Attn: Highway Engineer.
Gentlemen:

We acknowledge receipt of your letter of the 17th.inst., relative to the claim of Mr. Victor Burnell, to claim Mr. Victor Burnell of Medford for 43,143 pounds of rolled barley, amount of Medford.46.

Please be advised, that we are passing this information along to the surety on your bond.

Very truly yours.

ROY A. KLEIN
Highway Engineer

By H. B. Claiborn
Chief Clerk.

cc- Mr. Victor Burnell

HBC/MM

S. S. SCHELL

C. FRANK RHODES

#851-
8-97-2
PR. 124-2

SCHELL AND RHODES

GENERAL CONTRACTORS

Reedsport
[redacted]. OREGON. Sept. 17th, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem Oregon,

Dear Sir:-

Referring to your letter of September 14th relative to claim Mr. Victor Bursell of Medford for 43,143 pounds of rolled barley, amounting to $733.43.

This barley was shipped to us from Medford on August 18th and received here on August 21st. We were first billed by Mr. Bursell on Sept. 1st and his invoice plainly read, "Terms 30 days."

We did not take advantage of the thirty days but paid the bill in full on September 14th, which is the time of the month we pay our commercial bills.

We consider reporting this bill to you about as raw a deal we ever received from anyone doing a commercial business with us.

Yours very truly,

SCHELL AND RHODES
By C. Frank Rhodes

cc- Mr. Victor Bursell.

#851-807-2
PR 124-2

September 14, 1926.

Mr. Victor Bursell,
Medford, Oregon.

Dear Sir:

We acknowledge receipt of your communication of the 1st inst. in which you state that Shell & Rhodes are indebted to you in the sum of $735.45.

In this connection will say that we are not in a position to settle this claim but wish to call you attention to the fact that these contractors filed a bond with the State Highway Commission which is for the purpose of protecting all labor and material claims incurred against the job. This bond is your protection and we would suggest that you file notice of your claim with the surety company who underwrote the bond. In this particular instance the surety is the Aetna Casualty & Surety Company, Bates, Lively & Pearson, local agents with offices in the Yeon Building, Portland, Oregon.

In the event that you do not secure satisfaction from the surety then you still have recourse to action in the courts as provided by Section 2991, Oregon Laws, mimeographed copy of which is enclosed herewith.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encl.

Medford Ore Sept 1 1926

Schell & Rhodes

Wedderburn Ore

To Victor Bursell Dr.

Terms 30 days Medford Oregon

Aug 18	1926	To 605 Sk. 43143 lbs. Rolled Barley				
		@ 34.00 Per ton	733	43		
		I hereby certify that the above				
		is a true Copy of bill	sent Schell &			
		Rhodes at Wedderburn Oregon and				
		amount stated is due me at this time				
		Victor Bursell				
		Medford				
		Oregon				

H. B. Glaisyer,
Chief Clerk.

HBG:LM

PR 124-2

September 14, 1926.

Aetna Casualty & Surety Company,
c/o Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you as surety on the bond furnished by Scholl & Rhodes in connection with their contract for the grading of the South Unit of the Enchre Creek-Rogue River Section of the Roosevelt Highway in Curry County, that we have today received notice from Mr. Victor Darsell of Medford to the effect that Scholl & Rhodes are indebted to him in the sum of $753.45 for 605 sacks of rolled Barley furnished in connection with this work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

PR 124-2

September 14, 1926.

Sewell & Rhodes,
Oakland, Oregon.

Gentlemen:

We wish to call your attention to the enclosed copy of letter which we have received from Mr. Victor Burnell of Medford in which he claims that you are indebted to him to the extent of $723.45.

We presume it is your intention to take care of this claim if it is a just one and we have notified Mr. Burnell that he is protected by your bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LH
Encl.

(cpy) #851-
09 124-2

September 3, 1926

Messrs. Tekoff, Sugoff & Kupoff,
Medderburn, Oregon.

Gentlemen:

I am in receipt of yours of August 28, 1926, enclosing letter to the State Highway Commission, re Shell & Rhodes contract, Roosevelt Coast Highway, South Unit, Euchre Creek-Rogue River Section No. 851.

I note what you say with reference to C. M. Churchill being a partner with Herrin, Herrin, Shepherd & Householder.

If my information is correct, you had a written contract with Herrin, Herrin, Shepherd & Householder for clearing a right-of-way, and with this contract Mr. C. M. Churchill had nothing to do, except as a day laborer with himself and team, as before stated to you.

During that contract for clearing a right-of-way you reserved certain logs being cleared from said right-of-way to be manufactured into stove wood, and you afterwards entered into a contract with Herrin, Herrin, Shephard & Householder to manufacture said logs into stovewood, promising and agreeing to pay them a stated rate per tier or cord for that work, which was an entirely separate and distinct contract from the one for clearing right-of-way.

After this wood contract was made between yourselves and the Herrin et al. firm, Mr. Churchill and they had an understanding whereby he was to assist in the manufacture of these logs into stovewood and to participate in the profits, if any, that were made therein, which may have possibly amounted to a partnership agreement, but with reference to the logs and stovewood only. His contract with them with reference to these logs and stovewood had nothing whatever to do with the clearing of the right-of-way contract, and he was not a party to it. Further, I am informed that this right-of-way clearing contract was entered into by you before Mr. ~~Shepherd~~ Churchill arrived in the country, and that afterwards Herrin, Herrin, Shephard & Householder attempted to negotiate with Mr. Churchill to become a party to their contract, but he refused to do so, and the only contract he had with them was to work for wages with himself and team. And I am told that you have at all times been fully informed with reference to Mr. Churchill's connection with the right of way clearing and that your information was as I have informed you herein.

Sincerely yours

J. C. Johnson

NOTED
H. S. GLAZIER

cc to State Highway Com.
" " Shell & Rhodes
" " Aetna Cas. & Surety Co.

09 124-2

September 2nd, 1926.

Mr. J. O. Johnson,
Attorney at Law,
Gold Beach, Oregon.

Dear Sir:

We are attaching hereto a letter today received from Takoff, Sagoff and Kupoff, subcontractors under Schell & Rhodes in connection with their contract for the construction of the South Unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County. This letter is in connection with the claim of C. M. Churchill against the subcontractors under these men in connection with this project, amounting to $215.75.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

September 2nd, 1926.

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Attached hereto please find a copy of a letter we have today received from Takoff, Sagoff and Kupoff, subcontractors under Schell & Rhodes in connection with their contract for the grading of the South Unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway in Curry County, State Highway Contract No. 851, it being in connection with the claim of C. M. Churchill against these contractors for labor and team hire in connection with this contract in the sum of $213.75.

This notice is sent to you as you appear as surety on the bond furnished by Schell & Rhodes in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

September 2nd, 1926.

Schell & Rhodes,
Oakland, Oregon.

Gentlemen:

Herewith please find a copy of a letter we have today received from Tuttle, Sagoff and Kupoff, concerning the claim of C. M. Churchill against your contract for the construction of the South Unit of the Bunkre Creek-Rogue River Section of the Roosevelt Coast Highway.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

M. B. Glainyer,
Chief Clerk.

hbg/er

enclosure

#851--B07-2
009 124-2

September 2nd, 1924.

Takoff, Sagoff and Kupoff,
Wedderburn, Oregon.

Attention: Mr. J. J. Parker

Gentlemen:

We acknowledge receipt of your letter of the 28th ultimo, relative to the claim of Mr. C. M. Churchill against Schell & Rhodes, Takoff, Sagoff and Kupoff and M. L. Herrin, C. D. Herrin, Geo. Shephard, M. Householder, et al.

Please be advised that we are today forwarding copies of this letter to Schell & Rhodes and the surety on their bond furnished in connection with this work. A copy is also being forwarded to [redacted] attorney, Mr. J. C. Johnson.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

Wedderburn Oregon, August 28th, 1926

State Highway Commission,
Salem Oregon,

Gentlemen:

Re: Schell and Rhodes Contract, Roosevelt Coast Highway, South Unit, Euchrie Creek-Rogue River Section.

We are in receipt of copy of a letter directed to yourselves by Attorney J. C. Johnson, Gold Beach Oregon, under date of August 24th, 1926, in connection with an alleged claim of C. M. Churchill against, Schell and Rhodes, Takeff Sagoff and Kupeff, and H. L. Herrin, C. D. Herrin, Geo. Shepard, H. Householder Et al., purpoting to be for labor and team hire on the Roosevelt Highway near Wedderburn Oregon, amounting to $213.75.

In reference to this matter we would respectfully call your attention to the fact that Mr. J. C. Johnson as attorney for one Frank Sherman, under date of March 13th, 1926, filled an attachment proceeding in Curry County for labor performed by said Sherman against the partnership of Herrin, Herrin, Householder and Clyde Churchill and directed the same to the attention of Takeff, Sagoff and Kupeff as interested parties.

Also to the fact that the final estimate of the Resident Engineer Mr. Jos. Toole concerning a section of this project is directed among others concerned, to the sub-contracting firm of Herrin, Herrin, Householder, Shepard and Churchill.

Our records show that Mr. Churchill was merely a member of the firm of Herrin, Herrin, Householder Shepard and Churchill, whose operations as sub-contractors turned out to be more or less a loosing venture.

If Mr. Churchill has any claim in connection with this project it is to be against he members of his own firm and as a matter in which we are not concerned.

We have no record or notice of any unpaid items of labor or team hire authorized by us for the account of Mr. Churchill in connection with construction of the South Unit of the Euchrie Creeek-Rogue River Section, Roosevelt Coast Highway.

Yours respectfully,

TAKOFF SAGOFF AND KUPOFF
By

cc Schell and Rhodes
J. C. Johnson.

H.B.G

#851-807-2
PQ 124-2

August 27th, 1926.

Mr. J. O. Johnson,
Attorney at Law,
Gold Beach, Oregon.

Dear Sir:

We have your letter of the 24th instant, relative to the claim of Mr. C. M. Churchill against Shell & Rhodes and various subcontractors under them in connection with their contract for the construction of a portion of the Roosevelt Coast Highway, between Wedderburn and Geisel Cemetery, which contract is No. 851, and is for the grading of the South Unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway.

In connection with all state highway contracts, it is one of the requirements that the successful bidder shall furnish the State Highway Commission with a surety bond which is for the purpose of protecting all labor and material claims and all just debts, dues and demands incurred against the project. This is the workman's protection, whether or not he works for the original contractor, or one of the subcontractors.

The surety on the bond furnished by Shell & Rhodes in this instance, is the Aetna Casualty & Surety Company, for whom Bates, Lively & Pearson are the local agents. Their office is in the Yeon Building, Portland, Oregon. We would suggest that if you do not secure a satisfactory settlement for Mr. Churchill from Shell & Rhodes or the subcontractors, that you file a notice of this claim with the surety company, and in the event that you do not secure satisfaction from the surety company, then Mr. Churchill still has recourse to action in the courts and should file notice of his claim with the Secretary of State, as provided in Section 2991 of the Oregon Laws.

Complying with our usual practice in matters of this kind, we are today notifying the contractor and the surety on his bond of the existence of this claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By
H. B. Glaisyer,
Chief Clerk.

hbg/er

August 24, 1926

State Highway Commission,
Salem, Oregon.

Gentlemen:

Re Shell & Rhodes Contract on the section of Roosevelt Highway between Wedderburn and Geisel Cemetery

RECEIVED
AUG 1926

Mr. C. M. Churchill has this day placed in my hands a claim for labor for himself and team in the matter of clearing a right of way on the section of the Roosevelt Highway above referred to arising under the following circumstances:

The State Highway Commission awarded a contract to Shell & Rhodes. Shell & Rhodes, in turn, awarded some station work to the firm of Takoff, Sagoff & Kupoff between Wedderburn and the Alf Miller ranch inclusive. The latter firm, in turn, let a contract of clearing right of way for certain stations to the firm of H. Herrin, C. Herrin, George Shephard, and A. H. Householder. This latter firm, in turn, employed my client, C. M. Churchill, to perform work, labor, and services with himself and team in the matter of clearing said right of way, employing Mr. Churchill for his personal services 29½ days at the agreed price of $4.50 a day, amounting to $132.75, and his team for the period of 18 days at the agreed price of $4.50 a day, amounting in the aggregate to $81.00, totaling for the combined labor $213.75, which he claims to be now due him on account of the work for himself and team. The work was so performed by him on and between the 27th day of December, 1925, and the 14th day of March, 1926.

He has repeatedly demanded payment from the firm of Shell & Rhodes, the firm of Takoff, Sagoff & Kupoff, the firm of H. Herrin, C. Herrin, George Shephard, and A. H. Householder; and also claims that at one time he wrote a letter to the State Highway Commission with reference to same, and during the month of May had considerable correspondence with Mr. C. H. Gram Labor Commissioner, with reference to this claim, and all of his efforts to procure his money for this work has been unavailing, all having refused to pay.

I have investigated this claim carefully and believe it to be a just one, and unless settled forthwith, I shall proceed under the provisions of Section 6718, Or. L., against these several firms and their bondsmen.

Sincerely yours,

J. A. Johnson

H. E: G:

oq 124-2

August 27, 1926.

Shell & Rhodes,
Oakland, Oregon.

Gentlemen:

Herewith enclosed please find a copy of a letter we have today received from Mr. J. O. Johnson, Attorney at Law at Gold Beach, Oregon, regarding the claim of Mr. C. M. Churchill against yourselves, and the subcontractors under yourselves in connection with your contract, for the grading of the South Unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway, Contract No. 861. This letter is self-explanatory, and we trust that you will take care of the matter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

CC TA 09124-2

August 27th, 1926.

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Herewith please find a copy of a letter from J. O. Johnson, Attorney at Law, Gold Beach, Oregon, concerning the claim of Mr. C. M. Churchill against Shell & Rhodes and some of their subcontractors in connection with their contract for the grading of the South Unit of the Euchre Creek-Rogue River Section of the Roosevelt Coast Highway, State Highway Contract No. 851. This notice is given you as your appear as surety on the bond furnished by Shell & Rhodes in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

PR# 124-2

July 8, 1926.

Schell & Rhodes,
Oakland, Oregon.

Gentlemen:

Reference is made to your letter of July 7, in regard to payments in connection with your contracts for the improvement of the Myers Creek-Burnt Hill Section, and the Euchre Creek-Rogue River Section.

You have received no semi-final payment on the Myers Creek-Burnt Hill Section for the reason that no request has been made for such a payment either by the Division Engineer, or by yourselves. We are not in close enough touch with the work to know when a semi-final payment is in order, and we are dependent upon our field engineers for this information. They apparently overlooked notifying us. Unless we are given prior notice, the semi-final payment is not made until the final estimate is received from the field, and in this case, the final estimate has not been received. However, upon the representation made in your letter that all work on the Myers Creek-Burnt Hill Section is completed, we will at once draw a semi-final voucher and submit it to you for execution.

A voucher covering payment to you for force account work on the Myers Creek-Burnt Hill Section was placed in the mail this morning.

Such delay as there has been in connection with the June 20, estimate for the Euchre Creek-Rogue River job has resulted from a combination of circumstances. This estimate did not reach the Grants Pass office until June 28. It reached Salem on July 2. Here it was delayed three days on account of the fourth of July holidays, following which it encountered a delay of a day or two due to the rush of work which comes into our auditing office during the first few days of each month. The voucher was prepared on July 7, and went into the mail to you this morning, July 8.

We are sorry that these delays have occurred, but the only one that might have been averted was the delay in getting the estimate to the Grants Pass office. We shall ask Mr. Chandler to have the Resident Engineer endeavor to get his estimates in more promptly in the future.

Very truly yours,

ROY A. KLEIN
State Highway Engineer
By

Office Engineer

CC Mr. W. E. Chandler.
RWP:AP

C. FRANK RHODES

SCHELL AND RHODES

GENERAL CONTRACTORS

OAKLAND, OREGON.

July 7, 1926.

Roy E. Kline, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:- Estimates on our work are very much delayed. The Meyers Creek- Burnt Hill Section was completed June 15 and we were moved away. Not even semi Final estimate has been received. No estimate for work done to June 20 on Weddeburn section yet received. We are not given to complaints but these matters are very important just now to us. Station men are finishing and must be paid. The sums are large and we are much in need.

Will thank you to facilitate these estimates if possible.

Yours truly,

Schell & Rhodes.

S. S. Schell

09 124-2

JUN 8 1926

June 7, 1926.

State Industrail Accident Commission,

Salem, Oregon.

Dear Sirs:-

This is to advise you that we hereby withdraw our notice to you of Rejection of Oregon Workmens Compensation Act and wish to continue our work under protection of same.

Yours truly,

Sahell & Rhodes

By

Member of Firm

Individually.

Copy of letter today to accident Com.

NOTED

101-5

June 4th, 1926.

Schell & Rhodes,
Contractors,
Oakland, Oregon.

Gentlemen:

With further reference to the matter of industrial insurance in connection with your state highway contracts, concerning which our Attorney, Mr. J. H. Devers, wrote you on the 26th of May, will say that the Industrial Accident Commission advise that you have not yet requested the withdrawal of your rejection to the Oregon Workmen's Compensation Act.

Please be advised that it is one of the conditions of your contract that you accept the terms of the Oregon Workmen's Compensation Act, and carry on your work in strict compliance with the terms thereof. Any disregarding of this clause will be considered a violation of the terms of your contract and will be dealt with accordingly.

In view of the Attorney General's opinion dated May 4th of this year, a copy of which was mailed to you, we will expect you to withdraw your rejection to this law promptly and continue to carry on your work in compliance with the terms of the same as heretofore.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

101-5

May 26, 1926

Messrs. Schell & Rhodes,
Oakland,
Oregon

Gentlemen:

Your letter under date of May 26th addressed to the State Highway Commission with respect to your liability in connection with your acceptance of the provisions of the State Industrial Accident Commission law has been handed to me for reply.

I took this matter up with the Industrial Accident Commission and find that the attorney general has written his opinion for the Industrial Accident Commission covering this very point. In the opinion of the attorney general he has advised the Commission that an employer is protected at all times, including the three-day period mentioned in your letter.

I quote for your benefit and information the last paragraph of the attorney general's opinion rendered May 4, 1926, to the Industrial Accident Commission:

"The purpose of the act is twofold: first, of course, to compensate those workman who receive injuries during the course of their employment; and second, to protect employers who contribute to the act and are subject to its protection from litigation by injured workmen. The provisions of the Workmen's Compensation Law will not justify any contention that the employer is not protected at all times from actions by workmen who do not reject the provisions of the act at the time they enter upon the employment, unless such workman subsequently rejects the act in the manner provided in a subsequent paragraph of section 6623, Oregon Laws, which provision requires that the workman who is subject to the act and who desires to reject the act shall, on or before June 1st of some year give written notice to his employer of his election not to be subject to the act, which notice becomes effective on the succeeding first day of July. This requirement of at least thirty days' notice is apparently to afford

the employer an opportunity to discharge the workman if he does not desire him to continue in his employment not subject to the provisions of the Workmen's Compensation Law.

In discussing your situation with the Industrial Accident Commission I was authorized to say to you that the Industrial Accident Commission will extend to you protection during the entire period, including the three days, so I take it that you have no occasion for alarm, but may go right ahead with your work and have complete reliance upon the protection guaranteed to you by the law and by the further assurance of the Industrial Accident Commission.

Very truly yours,

J. M. Devers

JMD:EH

OR 124-2

June 3rd, 1926.

S. S. Schell,
Contractor,
Oakland, Oregon.

Dear Sir:

It has been called to our attention that you have filed with the State Highway Commission your rejection of the Oregon Workmen's Compensation Act.

We wish at this time to call your attention to the fact that there is a clause in each of your contracts to the effect that you are required to accept the terms of the Oregon Workmen's Compensation Act and to carry on your work in strict compliance with the terms of that clause. This was called to your attention particularly at the time the contracts were mailed to you for execution, and we do not at this time understand why you should file your rejection of the same, which is in violation of the terms of the contract. This requirement is universal with all state contractors throughout the state, and we expect each one to comply with the same.

We will expect you to withdraw your rejection to this promptly and continue under the terms of the same as in the past.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

M. B. Glaisyer,
Chief Clerk.

hbg/er

PR #134-2
South Unit

April 30, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

The enclosed voucher covering payment to Schell and Rhodes for two jobs of extra work performed in connection with their contract for the grading of the South Unit of the Eushre Creek-Rogue River Section is being returned to you with the following comment:

The bill covering the cost of planting willows between Stations 1603 and 1625 can not be paid on a commercial voucher form as it is our practice to make all payments to contractors for work performed in connection with their contract on the regular monthly estimate voucher, charging such work to the contract number and extra work order number. This bill is properly charged, but it should be re-submitted along with the next monthly estimate.

The bill covering the cost of taking up and re-laying a two inch water pipe at about Station 1473+50 is improperly distributed as it is an extra work charge, and should be charged against the contract number and order number, as above stated. This bill should be re-submitted along with the next monthly estimate, and should be accompanied by an extra work order.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

CC Mr. J. G. Toole,
Res. Engr., Wedderburn.

Form 10—[illegible]—12M—3-25.

9-124

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Job Name Euchre Creek - Rogue River South Unit

Highway Roosevelt -

County Curry Job Prefix 8 PF-2

Date Oct. 18th, 1925

Week from Oct. 12th to 17th

Mail Address Wedderburn Ore.

Telegraph or Telephone Address "

Express and Freight Address "NOTED"

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Retraced and Referenced - 1602 - 1625
Cross Sectioned Sta 1619 - 1625.
Produced line to proposed Ferry landing.
Sta 1626+66.7 P.C.C. - 1630+85 (Mean Low Tide)

Employed chainman Oct. 13th.

RECEIVED
OCT 21 1925
MARSHFIELD DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed Jos. G. Doole

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project [illegible]

Miles completed —

Miles completed except finishing —

Miles covered by contractor's forces —

Miles cross-sectioned 0.1

Miles cross-sections completed and checked —

Miles to be remeasured —

Number men in Engineering Party 4

Contractor's average force for week — men,

— teams, — steam shovels

Grading work will be completed about Sept. 30th. 1926

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 8 P. F. 2 Percentage 67%

Other jobs 8 P. F. - 1 Percentage 33%

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

CONTRACT# 854,

SEE:

CONTRACT# 821,

454 SEE: Contract 821

CONTRACT # 854,

PR-126 Crescent-Corrall Springs 1925-1927

854

PR 120

Form 39—29449—2 M—10-25.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Job Name ..... Date ....., 192..

Week from ..... to .....

Highway ..... Mail Address .....

County ..... Job Prefix ..... Telegraph or Telephone Address .....

Express and Freight Address .....

General information covering progress of work by party and by contractor, important developments, instructions from Division Engineer, changes in personnel of party, etc.:

(See back of this sheet for instructions and detailed information.)

Signed .....

Title .....

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

FORM SC 30158 500 12-26

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. S. VAN OUZER, PORTLAND
W. H. MALONE, CORVALLIS

500 50

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

PR #1-6

RECEIVED
APR 21 1926
OREGON
STATE HIGHWAY

April 30,1926.

Mr.Roy A.Klein.
State Highway Engineer.
Salem,Oregon.

Dear Sir;
Attention Mr.S.H.Probert.

Enclosed herewith,please find estimate #1,in triplicate,Contract # 854,Surfacing the La Pine-Corral Springs Section of the Dalles California Hwy in Deschutes County.Also extra work order # 2 for your approval,together with two bills chargeable to orders #1 and 2.

Your particular attention is called to the fact that there has been two "statements" issued by Mr.Mitchell (on the back of the regular estimate form),one under date of Feb 10,and one of March 10,which last statement read as follows;-

	Item	Unit	Allow'price	Quan'	Amount
To date	Crushed Rock	CY	$1.00	8340	
Prevbous Est	"	"	"	2800	
This estimate	"	"	"	5540	5540.00

Please be advised that the amount of material mentioned in these statements is included in Estimate #1 in the regular way and should be so checked up,as it was the intention to allow only a portion of the bid price on material put in stock piles until such time as it was hauled out and the work properly done.

Yours very truly,
C.W.Wanzer,
Division Engineer.

By W H Hartatt
Office Engineer.

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

April 9, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #126, Crescent-Corral Springs section of The Dalles-California Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By L. K. Davis
Acting

RECEIVED
APR 10 1926
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2

State Oregon

Project No. 126

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

Form P. R. 8

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of February, 1926

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 27th day of October, 1925, a project statement, which was approved by the Secretary on the 18th day of December, 1925, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 18th day of December 1925, and approved by the Secretary on the 27th day of March, 1926; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of forty-eight thousand, sixty-two and 14/100

dollars ($48,062.14) as the share of the United States payable under said act on account of said project, which does not exceed 42.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department)

*(c) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(d) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 0+00 at the town of Crescent in Sec.30, T.24 S., R.9 E., and survey station 324+00 in the S.W.¼ of Sec. 15, T.26 S., R.8 E., near Corral Springs, terminal points, a distance of 10.728 miles, known locally as the Crescent-Corral Springs Section of The Dalles-California Highway between Bend and Fort Klamath, Klamath County.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of forty-eight thousand, sixty-two and 14/100

dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25

per cent of eighty thousand, one hundred three and 57/100

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county) (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 16,675.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chapter 237, Laws of 1917.
(Include reference to statute authorizing funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)
.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds and probable amount annually available)
.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....

*(Strike out if not appropriate)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 27th day of March, 1926

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By A. Duby
Chairman, State Highway Commission
(Title of officer)

By .....
Member, State Highway Commission
(Title of officer)

[SEAL] By C. H. Malone
Member, State Highway Commission
(Title of officer)

By .....
.....
(Title of officer)

By .....
.....
(Title of officer)

[SEAL] R. H. Dunlap
ACTING Secretary of Agriculture.

WB

AGREEMENTS SEE PROJECT NO. 112 EXECUTE AUTHORITY OF HIGHWAY DEPARTMENT TO FOR

Form Pr. 9—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 0+00 at the town of Crescent in Sec.30, T.24 S., R.7 E., and survey station 324+00 in the S.W.¼ of Sec.18, T.26 S., R.8 E., near Corral Springs, locally known as the Crescent-Corral Springs Section of The Dalles-California Highway between Bend and Fort Klamath, Klamath County, and designated in the records of this Department as Project No. 126, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $20,103.87 as the total estimated cost of said project, and the sum of $ 48,062.14 as the share of the United States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 27th day of March one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
ACTING *Secretary of Agriculture.*

(Wt)

GOVERNMENT PRINTING OFFICE 8—4329

FORM SC 30102 500 12-25

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

126

NOTED

State Highway Engineer

PR

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

March 24 1926

Mr Roy A.Klein
State Highway Engineer
Salem Oregon.

Dear Sir:-

Referring to our conversation today in regard to changing the construction method of the surfacing contract that we now have with Carl Nyberg on the Lapine-Corral Springs Section to the trench method, please be advised that I have arrahged for Mr Nyberg to try out the trench method (16' wide which will not increase the quantities of surfacing materials) on a small section at no extra cost to us and if he finds that, there is no material increase in cost to him, we will lay the whole 28 miles by the trench method. If Nyberg finds the actual cost more than he is willing to absorb, we will finish as called for in the contract or take up the matter again.

Yours very truly
C. W. Wanzer

C.W.Wanzer
Division Engineer

CWW/C

FORM 2C 30162 500 12-25

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VANDUZER, PORTLAND
W. H. MALONE, CORVALLIS

OG 126

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

NOTED
State Highway Engineer

PR#
Lapine - Corral Springs

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

March 24 1925

Mr Roy A.Klein
State Highway Engineer
Salem Oregon.

Dear Sir:-

Confirming our conversation of this date, I have made arrangements with Carl Nyberg, who has the contract for surfacing the 28 miles from Lapine to approximately 10 miles south of Crescent, to get out and stock pile an extra 1000 yds of maintenance material @ $2.00 per yd (his present contract price) at his lower setup which is at the south end of his work and the north end of the Government contract with G.K.Marsh for surfacing the Corral Springs Section.

The Government Contract for the Corral Springs Section only provides for 100 yds of maintenance material per mile delivered along the road sides @ a price of $2.90 per yard.

This extra 1000 cuyds above referred to will be used on the 10 miles of the Govt Contract and will give us 200 yds to the mile, with which to maintain and use on this section when we take it over and probably later oil it at a much cheaper price than if we asked the Government to increase their amount called for in their contract, also being in a stock pile there will be less waste and cheaper loading than if delivered in smaller batches along the highway.

Yours very truly

C. W. Wanzer

C.W.Wanzer
Division Engineer

CWW/C

FORM 2C 30182 500 12-25

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VANDUZER, PORTLAND
W. H. MALONE, CORVALLIS

F9126

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

18 P 2

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

March 22 1926

Mr Roy A.Klein
State Highway Engineer
Salem Oregon.

Dear Sir:-

Enclosed please find extra work order on Contract #854 for $320.00 for raising grade etc. As per your letter some time ago suggesting raising the grade on the Gov't work where I thought it advisable. I have secured Nyberg's big cat and grader, he to furnish men to operate, gas oil etc., at the rate of $4.00 per hour, which is very cheap. Expect to materially benefit the grade and ditches in a number of low spots in this manner as 10 days work will do a lot and make a wonderful improvement for comparatively small cost.

Yours very truly
C.W.Wanzer
C.W.Wanzer
Division Engineer

CWW/C

REFERRED TO
S.H.P.
By State Highway Engineer

February 3, 1926.

FR 126

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 1st instant relative to award of contract for the surfacing of the Lapine-Corral Springs Section, Oregon Federal aid projects Nos. 108 C, 120 and 126.

In reply thereto we quote as follows from the minutes of the Commission meeting of October 28, 1925:

> "Lapine-Corral Springs Section, The Dalles-California Highway, Deschutes and Klamath Counties, surfacing. The low bid of Carl Nyberg on the north and south units, totaling $203,000 was satisfactory, but the actual award was deferred pending approval of the Bureau of Public Roads, since this is a federal aid project."

We also quote as follows from the minutes of the Commission meeting of January 21, 1926.

> "The Commission approved the award of the contract for surfacing the Lapine-Corral Springs Section, north and south units, amounting to $203,000, to Carl Nyberg."

In this regard we would call your attention to the fact that there are no provisions in the Oregon statutes providing the exact manner in which contracts shall be awarded. This is a matter which is left to the discretionary powers of the State Highway Commission, and their actual signing and sealing of the contract should be considered as being of more weight than any record which may appear in the minutes.

As shown by the minutes, the contract was not awarded at the meeting of October 28, 1925. The forms were sent to Carl Nyberg on December 23, 1925, were executed by Mr. Nyberg and by the Globe Indemnity Company, and were returned by them on December 29, 1925. They were subsequently executed by the State Highway Commission, at which time the contract became effective. The approving action entered in the minutes of January 21, 1926, is not considered as an essential, and the action was taken rather as a matter of form in order that the award of the contract should appear as a matter of record.

With reference to the matter of the legality under the state laws of awarding a contract so long after the opening of bids, we can only repeat that the Oregon statutes do not prescribe any exact method which the Commission shall use in the awarding of contracts, nor do they fix the time within which the award shall be made. Under the terms of the proposal under which Mr. Nyberg submitted his bid, he agreed to hold the bid offer open to acceptance for a period of thirty days. It is conceded that he might have withdrawn this offer at the expiration of the thirty days, without incurring any obligation, but the fact that he subsequently executed the contract shows that the offer was not withdrawn and that he still was willing to be bound by it.

With reference to the reasons for dating the contract and bond as of the date of receiving bids, you are referred to the copies of letters transmitted to you with our letter of January 2, 1926.

We trust that this letter will clear up the matter to the satisfaction of your Regional office.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Pyebert
Office Engineer.

Dict by J. W. DeSousa/AP

DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

February 1, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 126, Crescent-Corral Springs Section of The Dalles-California Highway.

The Project Statement was not approved until December 18, and it is our understanding this contract was not awarded until after December 18, 1925. Reference is made to your letter of January 2, 1926, and enclosures.

We are to-day in receipt of a letter from our Regional Office in which they request the following information:

"In order to clarify the complications surrounding the opening of bids prior to your approval of the plans, specifications and estimates, we would like to have you secure from the Highway Department copies of excerpts from its records to show that formal action of awarding contract by the Commission was taken subsequent to December 18, 1925. We would also like to have an opinion as to the legality under the State laws of awarding a contract so long after the opening of bids, and the reason for dating the contract October when the award was not made until December."

Will you please forward the desired information in order that the Project Agreement may be prepared?

Very truly yours,

O. V. Worrell
District Engineer

Oregon State Highway Department

Project No. 106

BRIDGE-GRADE, SPRING SECTION OF THE BAKER-OREGON EXTENSION

(Estimate as basis for project agreement. Based on Combined Prices.)

Salem, Oregon, January 11, 1926.

11.395	cu.yds.	Base course surfacing	$5.30	$59,324.50
11.395	cu.yds.	Top course surfacing	3.20	36,464.00
6,500	cu.yds.	Filler	.50	3,250.00
			Sub-total	679,038.50
		Proportional reduction for surfacing		1,057.07
		Net sub-total		678,038.43
		10% Engineering & Contingencies		7,065.14
				685,103.57

Length of project 10.728 miles

Cost per mile $7,466.91

State funds available $32,041.43

Fed. aid requested 36,062.14

685,103.57

Form 39—27500—4M—8-25.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

09 12C

Date Jan 23rd, 1926

Job Name La Pine-Corral Springs — Week from Nov 10th to Jan 23rd

Mail Address Bend

Highway The Dalles-Cal — Telegraph or Telephone Address [redacted] Highway Engineer

County Klamath — Job Prefix 18 P1 — Express and Freight Address Bend

NOTED

JAN 25 1926

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor Nyberg started moving to these quarry sites on Nov 10th

At La Pine Corral Springs site set up is completed and crushing will start on the 25th

Amount of stone each drive exceptionally large & each appears to be laminated

Elected to stop pits more than on the 19th

At Bain site north of Crescent, Nyberg originally set up 2 miles North and ¼ mile West (at approx Sta 1525) after an expenditure of $1500.00 this site did not prove satisfactory and be moved to about a mile S.E. of Sta 1625 where there is an question as to quantity or quality of rock but will not operate plant this winter

My boy was up there at his own risk, not being the site we recommended

(See back of this sheet for instructions and detailed information.)

NOTED
WANZER

Signed J. R. Mitchell

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 28.2

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week 24 *men,*

2 *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

January 12, 1926

FH 126

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Crescent-Gerral Springs Section of The Dalles-California Highway in Klamath County, Oregon Project No. 126.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. E. Prebert
Office Engineer.

Dict by J. W. DeSouza/AP

Encls.

Oregon State Highway Department Project No. 126

CRESCENT-CORRAL SPRINGS SECTION OF THE DALLES-CALIFORNIA HIGHWAY

IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on Contract Prices.)

Salem, Oregon, January 11, 1926.

11,396 cu.yds	Base Course Surfacing	$ 3.10	$ 35,326.60
11,396 cu.yds	Top Course Surfacing	3.20	36,464.00
6,900 cu.yds	Filler	.30	2,070.00
	Proportional Reduction for Surfacing		02 1,033.73
	Sub-total		$72,822.77
	10% Engr. & Cont.		7,282.27
			$ 80,105.04

Length of Project 10.728 miles

Cost per mile $ 7,466.91

State Funds Available $32,042.02

Federal Aid Requested $48,063.02 (60%)

$ 80,105.04

...ULTURE.

...F PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

January 7, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Will you please furnish revised estimates based on contract prices for Federal Aid projects Nos. 120, 126 and 108-C?

The preparation of the Project Agreements is being held awaiting receipt of these estimates.

Very truly yours,

C. H. PURCELL, District Engineer,

By _____
Acting.

1

January 2, 1926

FR 126

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Reference is made to the contract for the surfacing of The Dalles-California Highway between Lapine and Corral Springs.

In various telephone conversations with your office, you have expressed the desire that the bond be dated subsequent to the date of approval of the project statement. Owing to complications on account of the premium rate, this has proven to be inadvisable, and we are therefore sending to you herewith, three copies each of letters which we believe will prove self-explanatory, and which, we would suggest, might possibly be forwarded to your Washington office in order to avoid any complications in the execution of the project agreement.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dict by J. W. DeSousa/AP
Encls.

GLOBE INDEMNITY COMPANY

A. Duncan Reid, President

Newark, N.J.

- SEAL -

Pacific Department
San Francisco, Cal.

J. E. McGovern Co.
General Agents
543-544 Peyton Bldg.,
Spokane, Wash.

December 29th, 1925.

Mr. Roy A. Klein,
State Highway Engineer, COPY
Salem, Oregon.

Dear Sir:

Enclosed please find four copies of contract and bond Carl Hyberg to State of Oregon, both bond and contract being dated October 27th, 1925, covering surfacing of Lapine-Corral Springs section in Deschutes and Klamath Counties, Dalles California Highway.

In order to avoid a possible complication with the rating bureau, the bond is dated the same date as the contract, that is, October 27th, this is agreeable to the Globe Indemnity Company, with which this bond is written and is also agreeable to you, I believe, as Mr. Hyberg showed me your letter to him, dated December 23rd.

Kindly return two copies of this contract and bond to this office, after they have been signed by the State Highway Commission and yourself, one for the contractor and one for the Surety Company.

Thanking you, I am,

Yours very truly,

J. E. McGovern

GLOBE INDEMNITY COMPANY

A. Duncan Reid, President

Newark, N. J.

- SEAL -

Pacific Department
San Francisco, Cal.

J. E. McGovern Co.,
General Agents
543-544 Peyton Building
Spokane, Washington

December 29th, 1925.

Mr. Roy A. Klein
State Highway Engineer,
Salem, Oregon.

COPY

Dear Sir:

Enclosed please find carbon copy of letter today written to you, the original of which is attached to four copies of contract and bond, Carl Syberg, which has been forwarded to Martin and Campbell, Agents for Globe Indemnity Company, for Portland, Oregon, and which they are instructed to forward to you immediately. In case these contracts do not reach your office in due time please send me a wire at my expense.

Yours very truly,

J. E. McGovern (sgd)

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

December 23, 1925.

Mr. C. Nyberg,
721 West 22nd Avenue,
Spokane, Washington.

COPY

Dear Sir:

We are today sending to you by express four copies of the contract for the surfacing of the Lapine-Corral Springs Section of The Dalles-California Highway. Please execute these four copies of contract and the accompanying bond and return all four copies to us for execution by the State Highway Commission.

You are probably already aware of the fact that since the date upon which bids for this project were received, the surety companies have increased the premium rate for bonds from 1½ to 3 per cent of the total amount of the contract. On account of the bids having been received prior to the date upon which this increase in premium rates became effective, we believe that you should be able to obtain the 1½ per cent rate. In any event, if the surety company refuses to furnish the bond at the 1½ per cent rate which has been in effect heretofore, advise us of this fact at once, and do not pay a higher rate, expecting to be reimbursed by the state for the difference.

We desire that the date of the bond be given as the date upon which the bond is actually executed rather than the date of the contract. If, however, it is necessary to back date the bond in order to obtain the 1½ per cent premium rate, you may do so. This will make it necessary for us to make explanation to the Federal Bureau of Public Roads, but we do not believe that it will cause us serious inconvenience.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

09:26

GLOBE INDEMNITY COMPANY

A. DUNCAN REID, PRESIDENT

NEWARK, N. J.

J. E. McGOVERN CO.
GENERAL AGENTS
[illegible] PEYTON BLDG.
SPOKANE, WASH.

PACIFIC DEPARTMENT
SAN FRANCISCO, CALIF.

December 29th, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir;

Enclosed please find carbon copy of letter to-day written to you, the original of which is attached to four copies of contract and bond, Carl Nyberg, which has been forwarded to Martin and Campbell, Agents for Globe Indemnity Company, for Portland, Oregon, and which they are instructed to forward to you immediately. In case these contracts do not reach your office in due time please send me a wire at my expense.

Yours very truly,

J. E. McGovern

NOTED
H. E. [illegible]

GLOBE INDEMNITY COMPANY
A. DUNCAN REID, PRESIDENT
NEWARK, N. J.

J. E. McGOVERN CO.
GENERAL AGENTS
543-544 PEYTON BLDG.
SPOKANE, WASH.

PACIFIC DEPARTMENT
SAN FRANCISCO, CALIF.

December 29th, 1925.

Mr. Roy A. Klein,
State Highway Engineer,
Salem,Oregon.

Dear Sir;

Enclosed please find four copies of contract and bond Carl Nyberg to State of Oregon, both bond and contract being dated October 27th, 1925, covering surfacing of Lapine- Cottal Springs section in Deschutes and Klamath Counties, Dalles California Highway.

In order to avoid a possible complication with the rating bureau, the bond is dated the same date as the contract, that is, October 27th, this is agreeable to the Globe Indemnity Company, with which this bond is written and is also agreeable to you, I believe, as Mr. Nyberg showed me your letter to him, dated December 23rd.

Kindly return two copies of this contract and bond to this office, after they have been signed by the State Highway Commission and yourself, one for the contractor and one for the Surety Company.

Thanking you, I am,

Yours very truly,

NOTED
H. B. CLANCY

December 23, 1925.

Mr. C. Ryberg,
721 West 22nd Avenue,
Spokane, Washington.

Dear Sir:

We are today sending to you by express four copies of the contract for the surfacing of the Lapine-Sorrel Springs Section of The Dalles-California Highway. Please execute these four copies of contract and the accompanying bond and return all four copies to us for execution by the State Highway Commission.

You are probably already aware of the fact that since the date upon which bids for this project were received, the surety companies have increased the premium rate for bonds from 1½ to 2 per cent of the total amount of the contract. On account of the bids having been received prior to the date upon which this increase in premium rates became effective, we believe that you should be able to obtain the 1½ per cent rate. In any event, if the surety company refuses to furnish the bond at the 1½ per cent rate which has been in effect heretofore, advise us of this fact at once, and do not pay a higher rate, expecting to be reimbursed by the state for the difference.

We desire that the date of the bond be given as the date upon which the bond is actually executed rather than the date of the contract. If, however, it is necessary to back date the bond in order to obtain the 1½ per cent premium rate, you may do so. This will make it necessary for us to make explanation to the Federal Bureau of Public Roads, but we do not believe that it will cause us serious inconvenience.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

09126

GLOBE INDEMNITY COMPANY

December 12, 1925.

Mr. J. E. McGovern, Agent,
Globe Indemnity Company,
543-544 Peyton Building,
Spokane, Washington.

Dear Sir:

In reply to your inquiry of December 10, 1925, would say that we are advised that under date of November 20th a new rating has been made by the Towner Rating Bureau increasing to 3 per cent the rates on surety bonds on Oregon state highway contracts containing the present annulment of contract clause.

We are very much surprised at this action by the Rating Bureau since the wording of the annulment of contract clause was agreed upon by a committee representing the surety men, the contractors and this department, last July, and the clause has been carried in all state highway contracts since that date.

The bid of Carl Hyberg on The Dalles-California Highway project was made on October 27th and the contract tentatively awarded to him on that date, consequently this contract contains the annulment of contract clause then in effect, as did all other contracts at that time. Mr. Hyberg's bid having been made on the basis of 1½ per cent premium, of course, the raising of the rate would be an injustice to him.

We are hopeful that this matter may be ironed out as the Portland surety men are taking the matter up with their headquarters. Quoting from a letter from the United States Fidelity &Guaranty Company they say: "This increase is not favored by local insurance men and some concerted action will be taken". I might add further that one of the surety companies doing business in Oregon has offered to continue the old rate of 1½ per cent and has been negotiating with the Contractors Association to handle their business on that basis. I am hopeful that the matter may be worked out satisfactorily within a very short time.

Very truly yours,

State Highway Engineer.

RAK:LM

GLOBE INDEMNITY COMPANY
A. DUNCAN REID, PRESIDENT
NEWARK, N. J.

J. E. McGOVERN CO.
GENERAL AGENTS
543-544 PEYTON BLDG.
SPOKANE, WASH.

PACIFIC DEPARTMENT
SAN FRANCISCO, CALIF.

December 10th, '25

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Mr. Klein:

I am informed by the Associated General Contractors that a new clause has been inserted in the contracts for state highway construction in Oregon, which has caused surety rates to double. Would be very grateful if you would forward me a copy of that clause.

Nothing was said about this at the time of the letting in Portland on October 27th, and I presume Carl Nyberg's contract for the work on which he was low bidder on that date will not have the clause above referred to in the contract. Am I right?

At the time his bid was submitted his bond premium was figured at 1½%, and if the clause above referred to is inserted it would be, it seems to me, an injustice to him, as he would be out an additional $1500.

Will appreciate your advices.

Yours very truly,

J E McGovern

JEM-EH

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE

REFER TO FILE No.-----

December 12, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Attention Mr. P-obert

Receipt is acknowledged of your letter of December 2, relative to plans for Oregon Federal Aid No. 126, Crescent-Corral Springs.

As stated in our telephone conversation, we have had blue prints made from the Forest Road sheets covering this project, and are forwarding one set under separate cover for your files on this project.

Very truly yours,

C. H. PURCELL, District Engineer,

By [signature]
Acting.

December 2, 1926. FE 184

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Reference is made to your telephone call relative to the beginning and ending of the Crescent-Corral Springs Project.

This project begins at a connection with the original Forest Road project in the town of Crescent. The connection is shown on Sheet No. 26 of the Federal Aid Plans for Project No. 120. The south end of the surfacing is approximately six miles north of Corral Springs, at Station 326+00 of the Forest Road Project. This station is south of the equation 346+47.1 equals 1036+00.8.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

Dict by J. W. DeBonne/AP

009.126

December 11, 1925.

J. E. McGovern Co.,
548044 Peyton Building,
Seattle, Washington.

Gentlemen:

Receipt is acknowledged of your letter of the 10th inst., making inquiry regarding the contract for surfacing of The Dalles-California Highway between Lapine and Crescent Springs, Carl Nyberg, Low Bidder.

The contract for this work will be awarded to Mr. Nyberg, but owing to regulations of the Bureau of Public Roads, we are unable to send it out until such time as the project statement for the work has been approved. We are unable to give any exact information as to when this will be, but we are expecting and hoping that it will be in the very near future.

When your company writes the bond for these contracts, we wish to particularly request that you date the bond as of the date of execution instead of as of the date of receiving bids on the work. This is in order to facilitate our handling the federal aid on the project with the Bureau of Public Roads. In some instances where the bond has been dated back to the date of receipt of the bids, they have raised the point that it appears as though the award was made prior to their approval of the project statement, and such action is contrary to their regulations.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

December 11, 1925.

J. E. McGovern Co.,
545-44 Peyton Building,
[redacted]e, Washington.
Spokane

Gentlemen:

Receipt is acknowledged of your letter of the 10th inst., making inquiry regarding the contract for surfacing of The Ballee-California Highway between Lapine and Sorral Springs, Carl Nyberg low bidder.

The work to be done under this contract is federal aid work, and it is a requirement of the Federal Bureau of Public Roads that contracts for federal aid work be not executed until the project has been formally approved by the Secretary of Agriculture. For some reason there has been unusual delay in securing the approval of the Secretary, and that is in turn delaying the execution of the contract. We are assured that approval is forthcoming, however, and we therefore expect to be able to send the contract out within a very few days.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

GLOBE INDEMNITY COMPANY

A. DUNCAN REID, PRESIDENT
NEWARK, N. J.

J. E. McGOVERN CO.
GENERAL AGENTS
543-544 PEYTON BLDG.
SPOKANE, WASH.

PACIFIC DEPARTMENT
SAN FRANCISCO, CALIF.

December 10th, '25

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Mr. Klein:

Kindly advise the status of the contract of Carl Nyberg for the surfacing of the road near Bend, Oregon, on which he was low bidder on October 27th.

I understand there has been some delay in connection with the participation of the Bureau of Public Roads. I am interested as the bid bond was written by the Globe Indemnity Company through this office, and that of Martin & Campbell in Portland. When do you expect the contract will be forwarded?

Thanking you for the above information,

I am

Yours very truly,

JEM-EH

December 8, 1925 FR 126

Bureau of Public Roads,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate and unit price analysis and four copies of special provisions covering the surfacing of the Crescent-Cerral Springs Section, Federal Aid Project No. 126.

Four blue print sets of Title and Summary Sheets are today going forward under separate cover. It is our understanding that the balance of the plans for the section will be completed by your office from the Forest Road Project grading plans. In order that our engineering files may be complete on this section, we would request that you send us a blue print set of the plans for the original forest road grading.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

Encls.

Oregon State Highway Department — Project No. 126

CRESCENT-CORRAL SPRINGS SECTION OF THE DALLES-CALIFORNIA HIGHWAY

IN KLAMATH COUNTY

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, December 8, 1928.

North Unit:

4,896 cu.yds	Base Course Surfacing	$ 3.65	$ 17,864.75
4,896 cu.yds	Top Course Surfacing	3.85	18,848.75
2,900 cu.yds	Filler	.25	725.00

South Unit

6,800 cu.yds	Base Course Surfacing	2.85	19,720.00
6,800 cu.yds	Top Course Surfacing	3.05	20,740.00
4,800 cu.yds	Filler	.25	1,200.00
	Sub-total		$ 77,177.50
	10% Engr. & Cont.		7,717.75
	Total		$ [illegible]

Length of Project 10.72S
Cost per mile $ 7,915.42

State Funds Available	$ 32,938.10	
Federal Aid Requested	50,987.15	(60% - 1927 Funds)
	$ 84,886.25	

UNIT PRICE ANALYSES

	North Unit	South Unit
Equipment	$ .12	$ .20
Quarrying	.30	.55
Crushing	.55	.50
Hauling (7.0 Mi @ 22¢)	1.54	(4.5 Mi @22¢) .99
Placing & Finishing	.35	.35
	$3.26	$ 2.59
15% Profit	.49	.39
Est. Bid Price	$ 3.75	$ 2.98

October 29, 1925.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing for your consideration four copies of project statement covering the surfacing of the Crescent-Corral Springs Section of The Dalles-California Highway in Klamath County. We have assigned No. 186 to this project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. K. DeSousa/AP
Encl.

STATE Oregon

PROJECT NO. 126
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) October 27, 1925.

The Secretary of Agriculture,
Washington, D. C.

Sir: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Crescent-Corral Springs Sec. The Dalles-California Highway

2. Between control points of official description: Bend and Fort Klamath

3. Between intermediate control points if used: Crescent and Corral Springs

County of Klamath

4. Length in miles (gross) 11.0 (net) 11.0

5. Preliminary estimate of cost: Total $7,000; section of road to be first improved $7,000, of which $ None is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: ____
(Amount.)
sufficient to insure completion. Sale of bonds or current income
(Source; refer to statute.)

(*b*) County ____
(Amount.) (Source; refer to statute.)

8—5073

7. Funds for maintenance to be provided by State (State or (and) county.), from the following sources: Resolution of August 17, 1917, Chapter 257, Laws of 1917 (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon, Capitol Building, Salem, Oregon.

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: None

11. Additional remarks: This project covers surfacing. Section has been graded as a Forest Road Project.

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

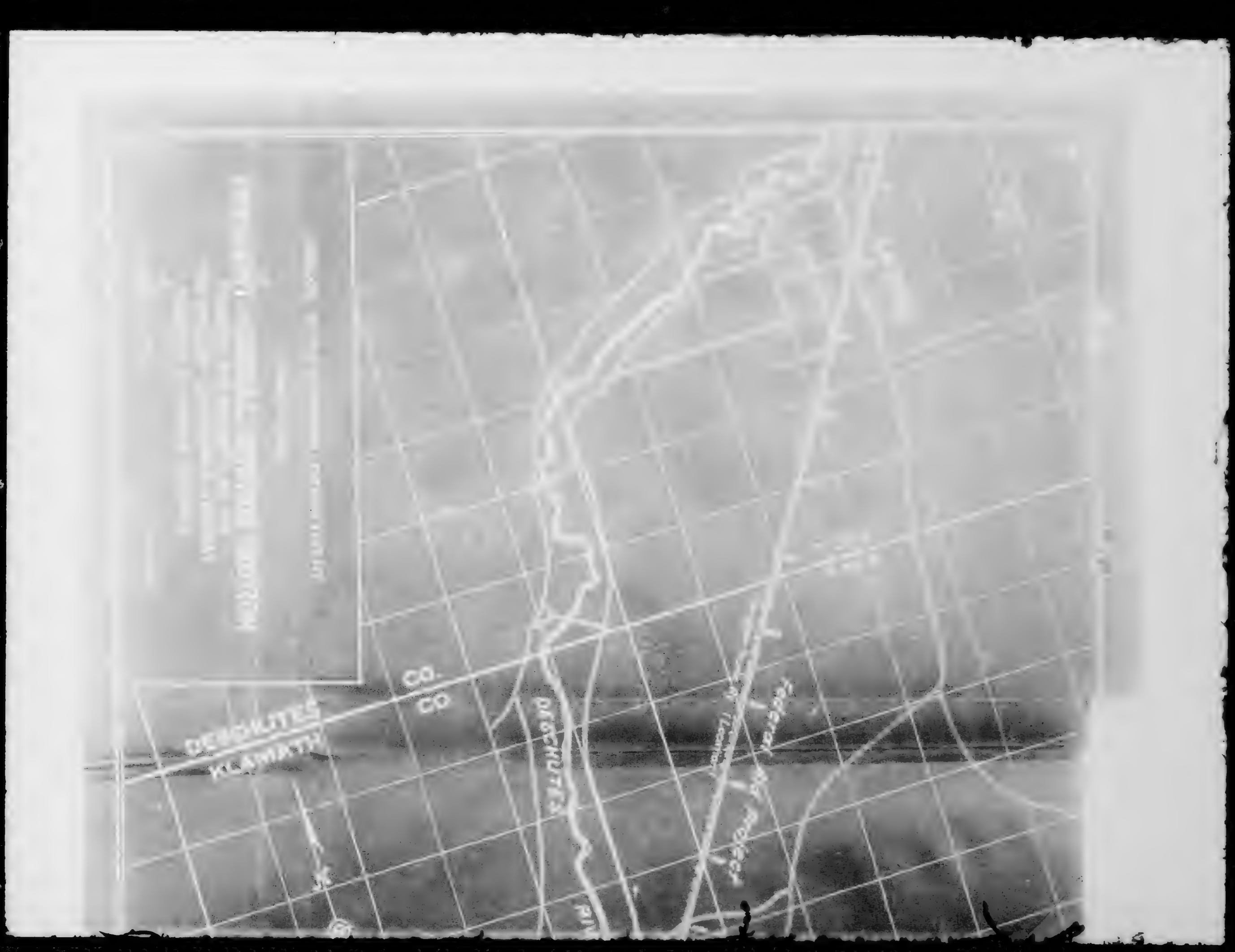
By

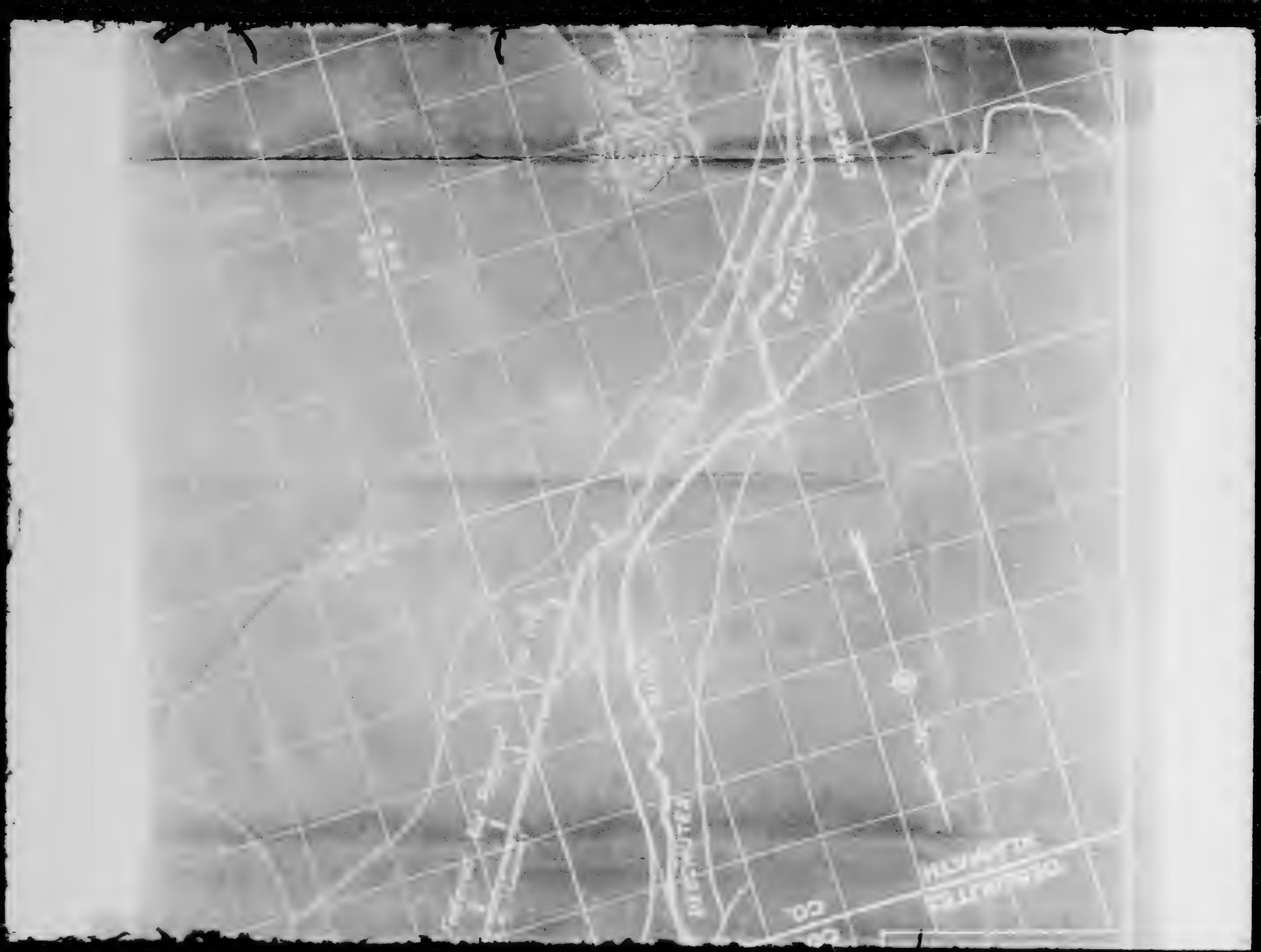
Commissioner
(Title of officer.)

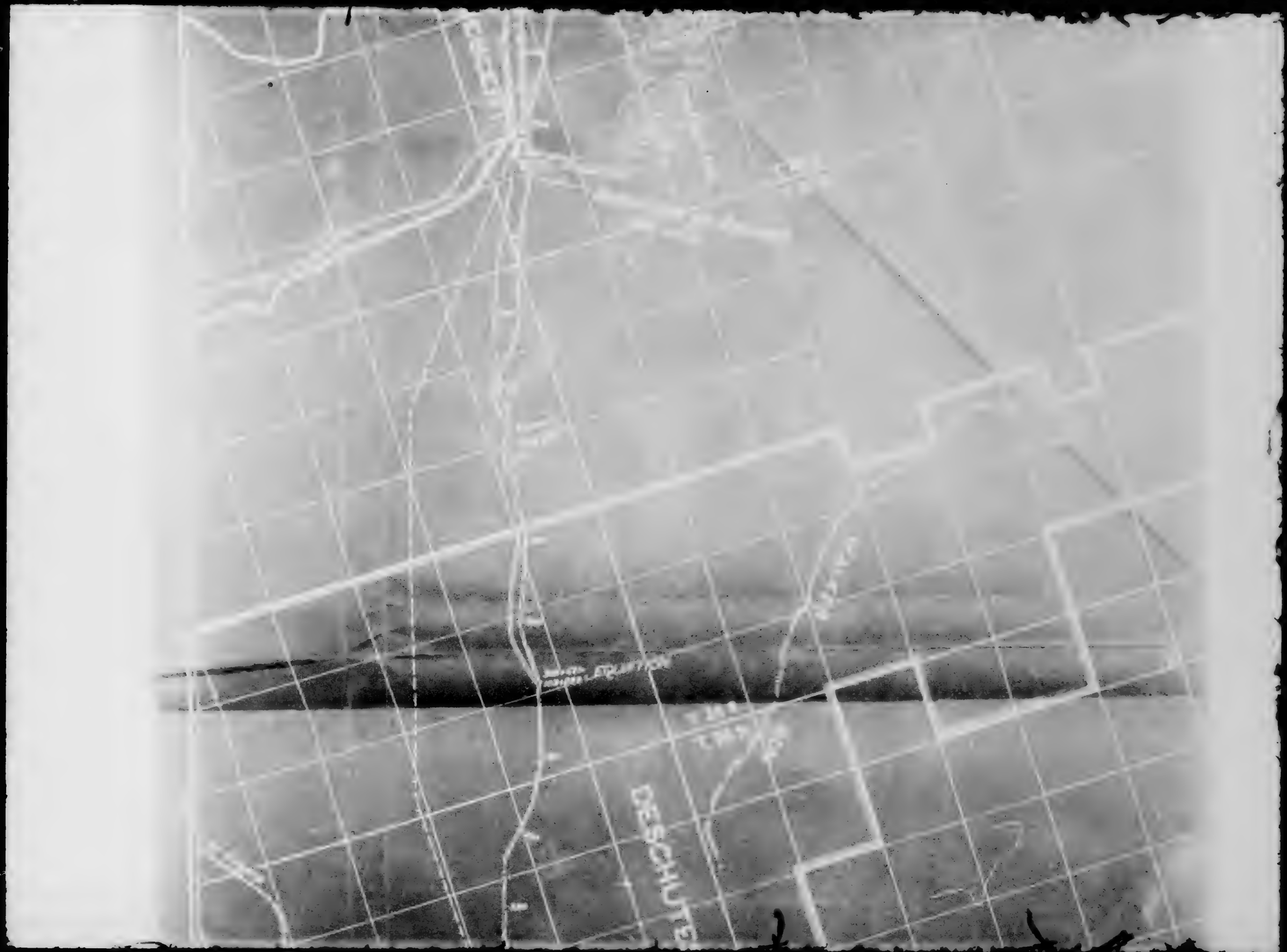
By

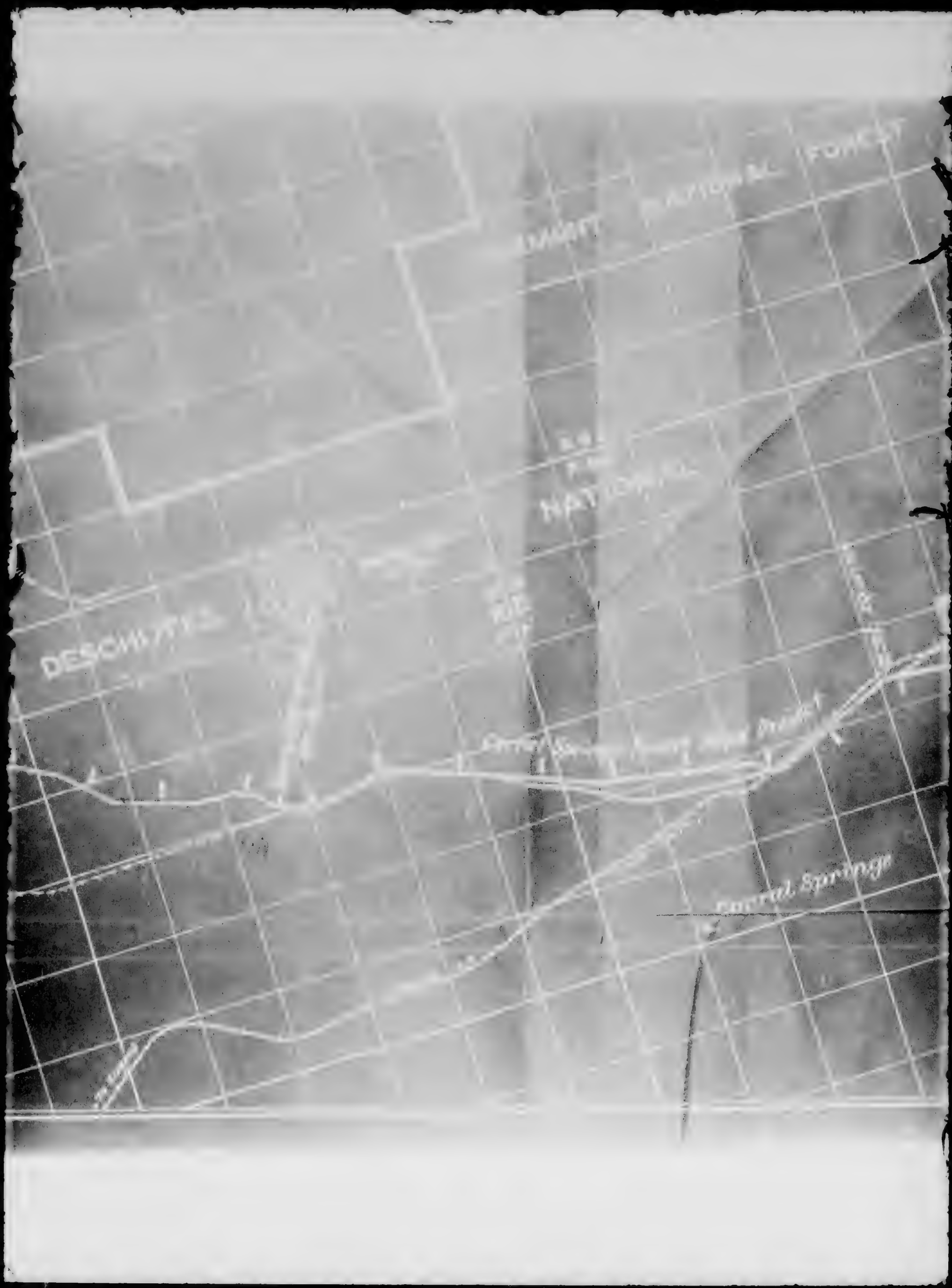
Commissioner
(Title of officer.)

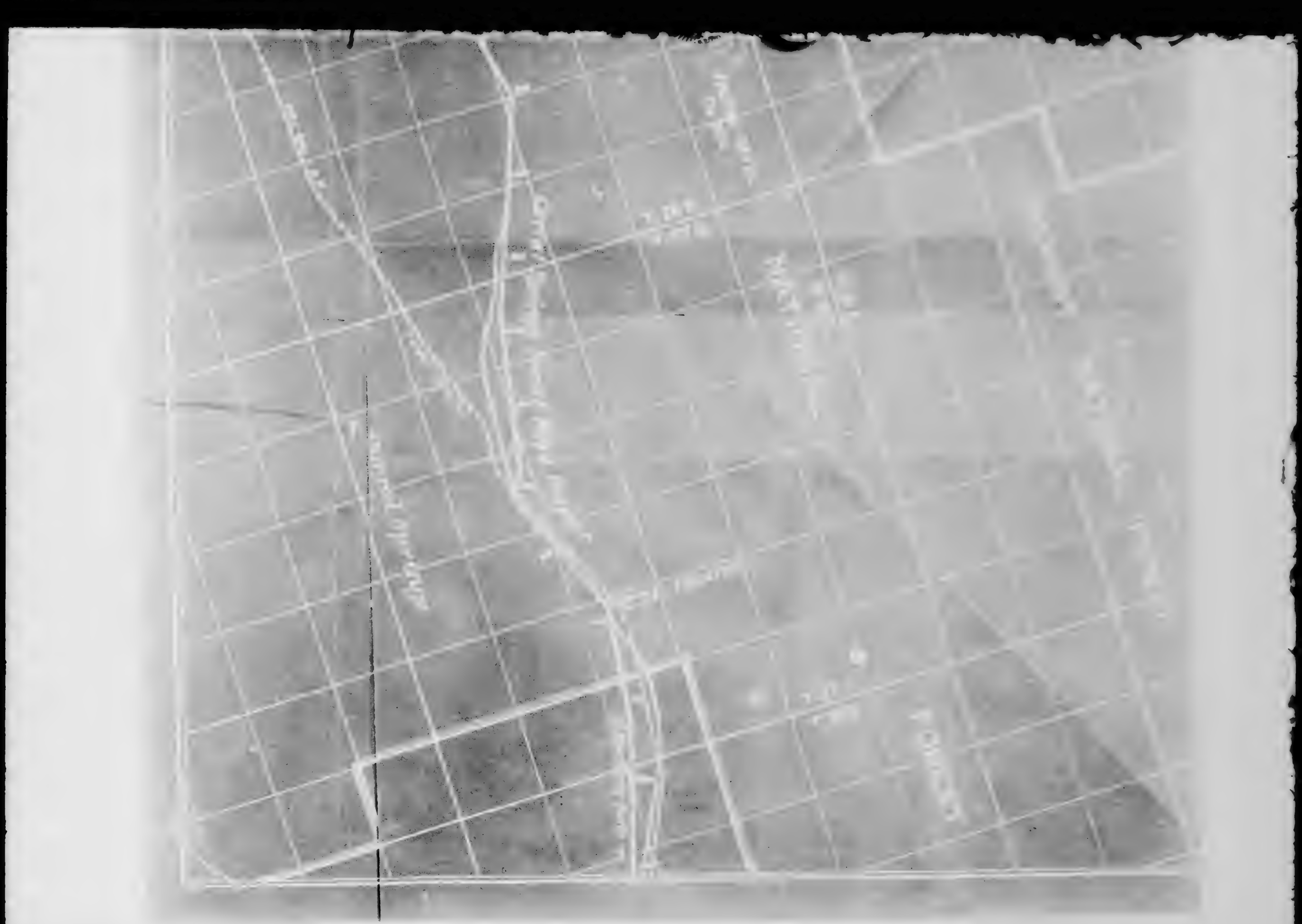
GOVERNMENT PRINTING OFFICE N—6072

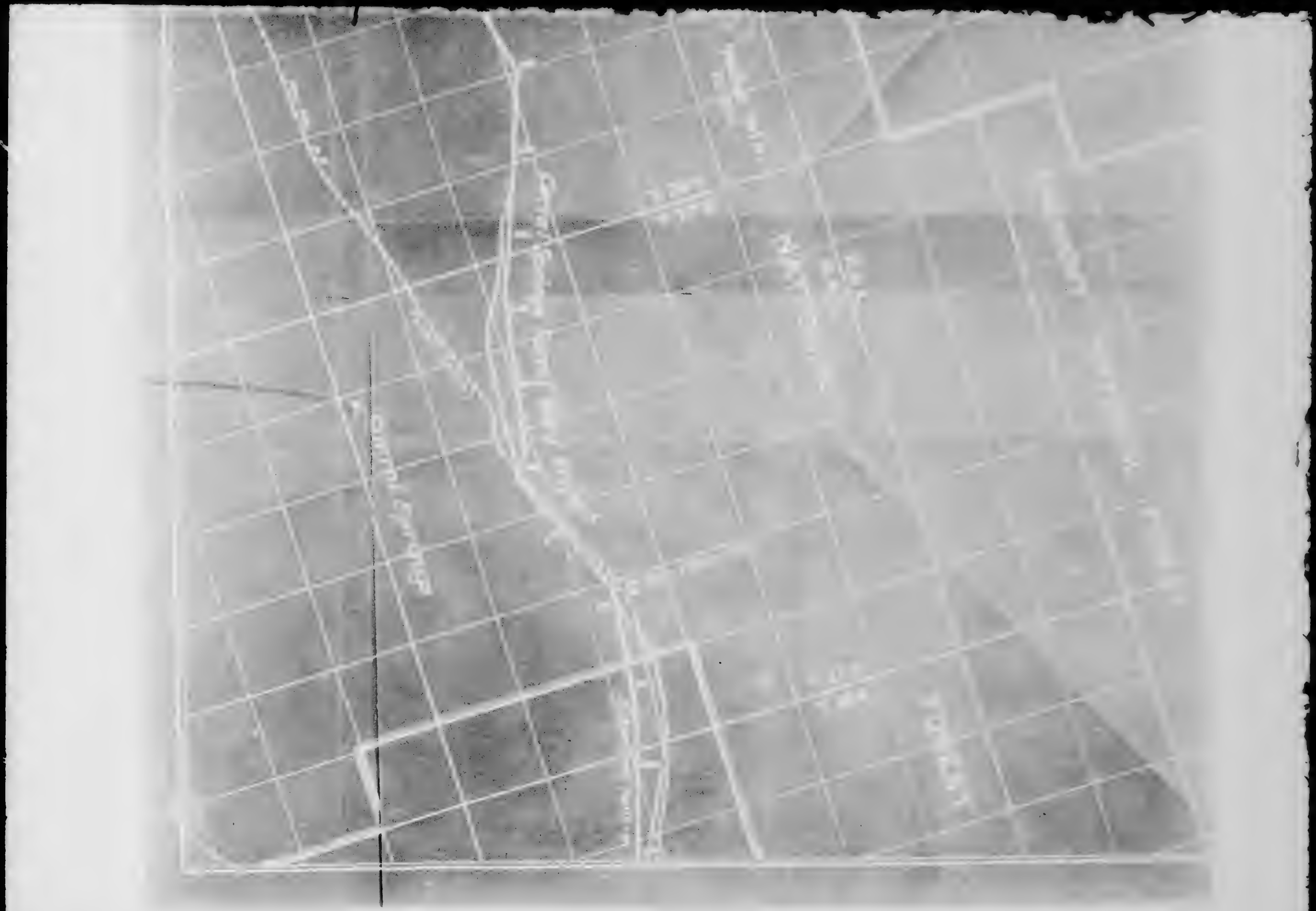

DESCHUTES
CO.
KLAMATH
CO




DESCHUTES


DESCHUTES
Crater Lake
Crystal Springs





CONTRACT# 860,

SEE:

CONTRACT# 769,

SEE: Contract 769

CONTRACT #863,

PR 127-A George Ranch-Deer Creek 1926

#863

PR 1R7

December 24, 1926.

The Aetna Casualty & Surety Co.
Bates, Lively & Pearson, Agents.
Yeon Bldg.
Portland, Ore.

Gentlemen:

You are hereby notified that State Highway Contract 7065 for the construction of bridges and culverts on the Outer Creek-George Ranch Section of the Redwood Highway in Josephine County, has been completed by the contractor, A. G. Enright, and that final payment will be made said contractor for work done under said contract on or after January 24th, 1927.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred by the above named contractor in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claim, should any there be.

This notice is served upon you as surety on the bond furnished by the above contractor.

For your further information we wish to advise that the total amount paid on this contract was $18,493.65, of which amount $670.03 was for force account work. The work on the contract was completed on August 31st, 1926.

Kindly acknowledge receipt of this letter.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

Dict. by J. McFarland.

H. B. Glaisyer,
Chief Clerk.

#861-170A

PR 127A

November 16, 1926.

The Aetna Casualty & Surety Company,
Eaton, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 861 for the construction of the George Ranch-Deer Creek Section of the Redwood Highway in Josephine County consisting of 6.88 Miles of grading has been completed by the contractor, Earl L. McNutt, and that final settlement will be made by the State with said contractor for work done under said contract on or after November 25th, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your further information we wish to advise that the work on this contract was completed on August 12th, 1926. The total amount paid the contractor is $66,981.46 of which amount $1,284.36 was for force account.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

BY

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

Form 39—39449—2 M—10-25.

PR127a

OF THE STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Nov. 2, 1926 192

Job Name George Ranch - Deer Creek

Crushed Gravel Surfacing

Highway Redwood

County Josephine Job Prefix 17PA-2

Week from Oct. 24 to Oct. 31

Mail Address Kerby, Oregon.

Telegraph or Telephone Address Kerby, Oregon.

Express and Freight Address Grants Pass, Ore.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Surfacing was completed on Oct. 24th of last week and the contractor has been moving equipment this week.

Messrs. W. F. McCabe, C. G. Gillette, and J. L. Shaska, rock checkers, were laid off on Oct. 31st for an indefinit period due to completion of work.

Party has been working on final records on rocking job and other field and office work.

RECEIVED
, 1926
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed J. L. Bromley

Title Res. Engr.

Form 39—29449—2 M—10-25.

PR127a

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Nov. 2, 1926 *192*

Job Name George Ranch - Deer Creek Crushed Gravel Surfacing

Highway Redwood

County Josephine *Job Prefix* 17PA-2

Week from Oct. 24 *to* Oct. 31

Mail Address Kerby, Oregon.

Telegraph or Telephone Address Kerby, Oregon.

Express and Freight Address Grants Pass, Ore.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Surfacing was completed on Oct. 24th of last week and the contractor has been moving equipment this week.

Messrs. W. F. McCabe, C. G. Gillette, and J. L. Shaska, rock checkers, were laid off on Oct. 31st for an indefinit period due to completion of work.

Party has been working on final records on rocking job and other field and office work.

RECEIVED
, 1926
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed J. L. Bromley

Title Asst. Engr.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 6.87

Miles completed 6.87

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... 5 ..... men,

..... teams, ... 2 ..... trucks

Percentage of total required yardage now in place 100%

Surfacing ~~will be~~ completed ~~about~~ ..... Oct. 24, 1926

Number men in Engineering Party ..... 4 incl. 3 rock checkers.

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

79 SURVEYS

Total mileage at section to be surveyed 6.87

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... 17PA-2 ..... *Percentage* 75

Other jobs ..... 17PB ..... *Percentage* 25

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

OQ 127a

September 13, 1926.

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Attention G. Cyrus Bishop.

Gentlemen:

In response to yours of September 10th relative to contract No. 861, [illegible] Ranch-Deer Creek Section, Earl L. McNutt Contractor, please be advised that this contract has been completed but final payment has not been made.

The total amount paid to August 12th was $60,209.87 and the retained percentage was $6,199.38. The final notes on this work have not been received from the field so we are not in a position to advise you when the final payment will be made but will do so when the same are received.

Very truly yours,

[illegible]. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

BATES, LIVELY & PEARSON

GENERAL INSURANCE AGENTS

300-308 YEON BUILDING

PORTLAND, OREGON

PAUL C. BATES
K. V. LIVELY
W. E. PEARSON

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN.
FIDELITY AND SURETY
SPRINKLER LEAKAGE
PLATE GLASS
AUTOMOBILE
BURGLARY

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PERSONAL EFFECTS
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
ELECTRICAL
FLY WHEEL
ENGINE

RECEIVED
SEP 13 1926

September 10, 1926.

State Highway Commission,
Salem, Oregon.

ATTENTION: H. B. GLAISYER

Gentlemen:

Re: Contract 861 - Earl L. McNutt
George's Ranch - Deer Creek Section

We are surety upon the above contract and would appreciate your informing us the date of acceptance and the date of final payment, if this has been made.

Yours very truly,

BATES LIVELY & PEARSON

By G. Cyrus Bishop.
G. Cyrus Bishop

GCB:N

Final to Aug. 12 - $60.209.51
Retained - $5199.30

09 127A

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

August 23, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project #127-A, George Ranch-Deer Creek section of the Redwood Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By A. F. Morrow
Acting

RECEIVED
AUG 24 1926
OREGON
STATE HIGHWAY COMMISSION

Oregon Federal Aid Project No. 127, Section A.

A4 Pr 3

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on April 30, 1926, by the State Highway Commission of Oregon, and on May 24, 1926, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 127, Section A; and

WHEREAS, the said State Highway Commission has requested that the plans, specifications and estimates approved for said Section A be revised to provide for the construction of crushed gravel surfacing over the entire length thereof, and by reason thereof has requested that the estimate of cost approved for said Section A be increased from $97,528.00 to $126,535.00, and that the Federal funds approved and set aside to the credit of said Section A be increased from $58,396.80 to $75,801.00:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for Section A of said project be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates, and the sum of seventy-five thousand, eight hundred one and 00/100 dollars ($75,801.00) as the share of the United States payable under said act on account of Section A of said project, which does not exceed 62.25 per cent of the total estimated cost thereof."

JUN 23 1926 8 rs Vyer

Article IV shall read:

"Article IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed (a) the said sum of seventy-five thousand, eight hundred one and 00/100 dollars ($75,801.00), certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of one hundred twenty-six thousand, three hundred thirty-five and 00/100 dollars ($126,335.00), the approved total estimated cost of Section A of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 8th day of July, 1926, and the Secretary of Agriculture on the 2nd day of August, 1926.

STATE HIGHWAY COMMISSION OF OREGON

By Wm Duby
Chairman, State Highway Commission

By
Member, State Highway Commission

By R V Thomson
Member, State Highway Commission

C W Marvin
Acting Secretary of Agriculture

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

A4 Pr 32

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 746+00 at George Ranch about 1 mile south of Kerby, and survey station 1106+80 at Deer Creek near Selma Post Office,

locally known as the George Ranch-Deer Creek Section of the Redwood Highway between Grants Pass and the Oregon-California State Line near Monumental, Josephine County, Section A of and designated in the records of this Department as Project No. 127, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 126,335.00 in lieu of the $58,326.80 approved by Certificate of May 24, 1924, Section A of as the total estimated cost of said project, and the sum of $ 75,801.00 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 2nd day of August one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4620

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

June 5, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #127-A, George Ranch-Deer Creek section of the Redwood Highway. We enclose an original copy each for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. M. Davis
Acting

Form P. R. 2

State Oregon

Project No. 127, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of April, 1926

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 20th day of November, 1925, a project statement, which was approved by the Secretary on the 5th day of January, 1926, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 15th day of January, 1926, and approved by the Secretary on the 24th day of May, 1926; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of fifty-eight thousand, three hundred ninety-six and 80/100 dollars ($58,396.80) as the share of the United States payable under said act on account of said Section A of project, which does not exceed 62.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1929, or current income

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department)

*(c) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(d) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 746+00 at George Ranch about 1 mile south of Kerby, and survey station 1108+80 at Deer Creek near Selma Post Office,

..... terminal points, a distance of 6.842 miles, known locally as the George Ranch-Deer Creek Section of the Redwood Highway between Grants Pass and the Oregon-California State Line near Monumental, Josephine County, being Section A of Oregon Federal Aid Project No. 127.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

(d) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed (*a*) the said sum of fifty-eight thousand, three hundred ninety-six and 00/100 dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of ninety-seven thousand, three hundred twenty-eight and 00/100 Section A of dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county) (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,675.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chapter 237, Laws of 1917.
(Include reference to statute authorizing funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(*b*) By the ..... upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

*(Strike out if not appropriate)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 24th day of May, 1926

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By C. M. Duby
Chairman, State Highway Commission
(Title of officer)

By .....
Member, State Highway Commission
(Title of officer)

[SEAL] By R. A. Malarkey
Member, State Highway Commission
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL] .....
ACTING Secretary of Agriculture.

HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 1-2 OR AUTHORITY OF

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 746+00 at George Ranch about 1 mile south of Kerby, and survey station 1108+80 at Deer Creek near Selma Post Office,

locally known as the George Ranch-Deer Creek Section of the Redwood Highway between Grants Pass and the Oregon-California State Line near Monumental, Josephine County, and designated in the records of this Department as Section A of Project No. 127, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $97,328.00 as the total estimated cost of Section A of said project, and the sum of $ 58,396.80 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 24th day of May one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

W. M. Jardine

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4809

Oregon State Highway Department — Project No. 127-A

GEORGE R. SIGH-DEER CREEK SECTION OF THE REDWOOD HIGHWAY

IN JOSEPHINE COUNTY

(Estimate as basis for modified agreement. Revised to include Surfacing.)

Salem, Oregon, May 27, 1932.

Grading

All Required		Clearing and Grubbing		$ 4,000.00
57,500	cu.yds	Common Excavation	.34	19,550.00
17,000	cu.yds	Intermediate Excavation	.67	11,395.00
23,000	cu.yds	Solid Rock Excavation	.72	17,136.00
96,000	cu.yds	Overhaul	.08	7,440.00
10	cu.yds	Class "A" Concrete	27.00	270.00
20	cu.yds	Class "C" Concrete	30.00	600.00
200	cu.yds	Rip Rap	2.00	400.00
300	cu.yds	Rock or Gravel Backfill for Drains	2.00	600.00
2,000	lin.ft	6" Perous Drain Tile	.30	600.00
300	lin.ft	12" Concrete Pipe	1.15	345.00
700	lin.ft	18" Concrete Pipe	2.15	1,505.00
500	lin. ft	24" Concrete Pipe	2.90	1,450.00
440	lin.ft	30" Concrete Pipe	4.30	1,892.00
100	lin.ft	18" Concrete Siphon Pipe	3.15	504.00

Surfacing

7,000	cu.yds	Base Course Surfacing	1.31	9,170.00
8,000	cu.yds	Top Course Surfacing	1.80	14,400.00
5,000	cu.yds	Filler	.20	1,000.00
10,000	yd.mi	Filler Haul	.15	1,500.00

20' Span - Station 738 (Kalton)

130	cu.yds	Excavation	2.00	260.00
15	cu.yds	Excavation below plans	3.00	45.00
750	lin.ft.	Piling	1.30	975.00
120	cu.yds	Class "A" Concrete	22.00	2,640.00
10	cu.yds	Class "D" Concrete	24.00	240.00
9,700	lbs	Metal Reinforcement	.045	436.50
50	lin.ft.	Handrail	6.00	300.00

30' Span - Station 906+45 (Rivers Crk.)

220	cu.yds	Excavation	2.00	440.00
25	cu.yds	Excavation below plans	3.00	75.00
750	lin.ft	Piling	1.30	975.00
115	cu.yds	Class "A" Concrete	22.00	2,530.00
25	cu.yds	Class "D" Concrete	24.00	600.00
12,000	lbs	Metal Reinforcement	.045	540.00
70	lin.ft	Handrail	6.00	420.00

ft

Miscellaneous Structures under 20' Span

500 cu.yds	Excavation	$ 2.00	$ 1,000.00
225 cu.yds	Class "A" Concrete	22.00	4,950.00
27,000 lbs	Metal Reinforcement	.045	1,215.00
		Sub-total	$ 114,000.00
		10% Engr. & Cont.	11,400.00
			$ 126,336.00

Length of Project - 6.812 miles net

Cost per mile, including structures over 20' Span $18,464.03

Cost per mile, excluding structures over 20' Span 16,777.00

State Funds Available - $50,534.00

Federal Aid Requested - 75,801.00 (illegible)

$ 126,335.00

THESE UNIT PRICES ~~ARE~~ ARE NOT APPROVED
FOR FORCE ACCOUNT CONDITIONS
EXCEPT AS NOTED BY *

Examined and Recommended
For Approval.....
Date.....

May 24, 1926.

FH 127 A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate of cost and analysis of estimated surfacing price covering the George Ranch-Deer Creek Section, Oregon Project No. 127-A.

We regret the delay in being able to supply this to you, but the information has just now come to hand from the field.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP

Encls.

Oregon State Highway Department — Project No. 18F-A

OREGON STATE HIGHWAY COMMISSION

GEORGE RAGUE-DEER CREEK SECTION OF THE REDWOOD HIGHWAY

IN JACKSON COUNTY

(Estimate with Surfacing Special Provisions. Not on basis for Project Agreement.)

Salem, Oregon, May 24, 1926

7,000	cu.yds	Base Course Surfacing	$1.70	$11,900.00
8,000	cu.yds	Top Course Surfacing	1.80	14,400.00
5,000	cu.yds	Filler	.30	1,500.00
10,000	yd.mi	Filler Haul	.20	2,000.00
				$ 29,800.00
		10% Engr. & Cont.		2,980.00
				$ 32,780.00

Length of Project 6.342 miles
Cost per Mile $4,790.00

State Funds	$ 13,112.00	
Federal Aid Funds	19,668.00	(60%)
	$ 32,780.00	

ANALYSIS OF ESTIMATED SURFACING PRICE

Royalty	$ .05
Setup, Quarrying and Crushing	.60
Hauling (2.8 mi. @ .20)	.56
Placing and Finishing	.25
Preparation of Subgrade	.08
	$ 1.52
15% Profit	.23
Estimated Average Bid Price	$ 1.75

Form 2-A—A-696—5M—4-26.

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

ATTENTION:.....

May 24th, 1926.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Attention: Mr. Probert.

Dear Sir:-

Herewith inclosed analysis of the estimated surfacing price of the George Ranch-Deer Creek section of the Redwood Highway as per your request under date of May 22nd.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
Inc. 1.

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Kerby, Oregon.
May 17, 1926.

IN YOUR REPLY PLEASE REFER TO FILE NO.

ATTENTION:

Estimated cost of gravel surfacing on the George Ranch - Deer Creek Section of the Redwood Highway. Gravel Pit located in the Illinois River at a point approximately 3000 feet west of station 906+00.

ITEMS	COST PER. YD.
Setup, including building of roads, bridges etc.	.15
Royalty	.03
Quarry & Crush	.30
Process	.25
Prepare sub-grade, trim shoulders, ditch, blade and maintain.	.08

Haul from quarry located on Illinois River 3000 feet west of station 906+00.

746+00	Mile No.	4	1520	yds.	at	.80	$1216
777+60	" "	3	2550	"	"	.60	1530
830+40	" "	2	2550	"	"	.40	1020
883+20	" "	1	1100	"	"	.20	220
Quarry	" "	0					
928+80	" "	1	1100	"	"	.20	220
981+60	" "	2	2550	"	"	.40	1020
1034+40	" "	3	2550	"	"	.60	1530
1087+20	" "	4	2550	"	"	.80	2040
1108+80	" "	5	1030	"	"	1.00	1030
			17500				9826

	.56
	1.37
Plus 30% for contractors profit, interest and depreciation.	.41
Cost per. yd.	1.78

Estimated Cost

Item No.	ITEM			Unit Price	Amt.
1-	Base, Tpp, and Maintenance materials	17500	cu. yds.	1.78	31150
2-	Filler	5000	" "	.35	1750
3-	Filler Haul	10000	" "	.20	2000
4-	Sprinkling (State Forces)				2000
5-	Force Account Work Contemplated				1000
6-	Miscellaneous costs consisting of acquiring property etc.				250
7-	Contingencies and Engineering				2000
	Total				40150

May 22, 1926 FR 187-A

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

We are today in receipt of your estimate of cost for comparison of bids on the George Hanah-Deer Creek Section, but it is noted that you did not send an analysis of the estimated surfacing price, as requested in our letter of the 12th inst.

Kindly send this information immediately.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

Dict by J. W. DeSouza/AP

May 12, 1926

FH 127-A

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

In securing federal aid upon the surfacing of the George Ranch-Doerfdreek Section, federal aid project No. 127-A, it is necessary that we furnish the Bureau at this time with an estimate of cost and an analysis of the estimated surfacing price.

In order that we may comply with the requirements of the Bureau, kindly send us this information at your early convenience. This does not necessarily mean the estimate which we submit to the Commission for their use in preparing the bids as an estimate of this nature may be sent later.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeFouma/AP

May 12, 1926

FH 127-A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

We are today sending to you under separate cover four copies of special provisions and four copies of typical surfacing section covering the surfacing of the George Rands-Deer Creek Section, Oregon Project No. 127-A.

The required number of copies of the surfacing estimate and unit price analysis will be sent to you as soon as the required data can be secured from the field.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP

Form 2-A—A-936—5M—4-26.

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

MAY 21 19
ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE
REFER TO FILE No.....

ATTENTION:.....

May 20th, 1926.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Dear Sir:-

Herewith estimate for comparison of bids on the George Ranch Deer Creek Section, to be received on May 25th, 1926. Also the amount estimated for force account that will be done outside of the contract.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
Inc.

Item 1	Base Course surfacing	7000 cu. yds.	@ $1.70	11,900.00
" 2	Top " "	8000 " "	@ 1.80	14,400.00
" 3	Base course maintenance material	500 " "	@ 1.50	750.00
" 4	Top course " "	2000 " "	@ 1.60	3,200.00
" 5	Filler	5000 " "	@ .30	1,500.00
" 6	Filler haul	10,000 " "	@ .20	2,000.00
				~~$ 35,950.00~~
				33,750.00

Force Account

Royalty on filler 5000 cu. yds. @ .03	150.00
Preparing filler sites and removing over size rocks	500.00
Preparing stock pile sites	300.00
Miscellaneous work	200.00
	$1,150.00

	34,900.00	
		~~$36,100.00~~
10% Engineer	3,490.00	~~3,510.00~~
	38,390.00	~~$40,010.00~~

Form 2-A—A-936—5M—4-26.

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

PR #127A

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

May 20th, 1926. ATTENTION:.....

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Attention: Mr. Probert.

Dear Sir:-

In answer to your letter of May 13th in regard to reduction of quantities for surfacing on the George Ranch-Deer Creek section, wish to advise as follows:

The quantities of the surfacing material were slightly increased on this job due to the fact that it is a job that is being graded and surfaced in the same year. A number of the fills are made entirely of clay and are in several places in the shade during the winter. Also on this section of the Redwood Highway there is a great amount of cloudy weather during the winter season, which does not allow the road to dry out by exposure to the sun and wind.

After careful consideration we decided that extra amount of surfacing would be necessary to insure a road that would not break up, especially during the coming winter. The extra amount of filler asked for was due to the fact that some of the clay would not be used as filler, but would be used as a cover coat on a few of the cuts that are showing up solid rock in the bottom. This cover was sufficient to cover up and bind the loose rocks that mix up with the surfacing material unless it is entirely bound before any surfacing material is added. We are requiring nearly as much filler as crushed rock due to the fact that the gravel is very coarse and that we are not getting the usual amount of fines. The source of supply for this job is the same river and the material taken out will be very much the same as the job now being done.

These are briefly the reasons for asking for the additional amount of material.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

OQ 127a

May 13, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

You will note that we have made some reductions in the quantities for the surfacing of the George Ranch-Deer Creek Section.

The surfacing quantities shown in the proposal form are computed upon the basis of full theoretical quantities, plus an allowance of five percent which is our customary allowance to cover extra thickness, extra width, steetera, in connection with surfacing work. The quantity of filler called for is approximately one-third of the total quantity of surfacing materials, which is about the maximum quantity that is used anywhere in the state. It would seem that the quantities required on this particular project would be considerably less due to the fact that the surfacing materials are to be crusher-run gravel, which class of material contains a very much smaller percentage of voids than does separated broken stone.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP

April 15, 1926. FR 127-A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 3d instant relative to estimate on the George Ranch-Deer Creek Section, Oregon Project No. 127-A

With reference to the bid item on concrete hand-rail, the contractor wrote in the figures for the item at $6.20 per lineal foot. This was the figure which was read by Mr. Klein when reading the bid; however, upon later examination of the proposal, it was found that the written bid price was $6.00 per lineal foot, and the extension was given as $720.00 for 120 lineal feet of hand-rail. Under these conditions it was apparent that the contractor intended to bid $6.00 per lineal foot, and that the writing in of $6.20 in figures was in error on his part. The contract accordingly was written up on the basis of $6.00 per lineal foot, which is the figure used in the estimate.

In changing the length of the project to 6.342 miles, and eliminating the 20 foot structure from consideration as being of over 20 feet span, it is found that the cost per mile, including structures over 20 feet span is $14,225.08, and the cost per mile, excluding structures over 20 feet span, is $13,324.45. It is requested that these two changes be made upon the copies of the estimate which have previously been sent to you.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.----

POST OFFICE BUILDING,
PORTLAND, OREG.

April 13, 1926.

RECEIVED
APR 14 1926
OREGON
STATE HIGHWAY COMMISSION

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to Oregon 127-A, George Ranch-Deer Creek Section of Redwood Highway:

It is noted that the unit price in the estimate is $6.00, whereas in the bid tabulation it is $6.20. The estimate being based on contract prices, should agree with the bid.

The length shown on the estimate is 6.844 miles, while the plans show a length of 6.842 miles. This is a trivial difference, but makes a little difference in computing the cost per mile.

Also in computing the cost per mile excluding structures over 20-ft. clear span, the 20-ft. span at Station 788 has been deducted. The Washington office has ruled that only bridges over 20-ft. clear span may be deducted.

Will you kindly revise the estimate, making the above corrections, and send us the customary six copies?

Very truly yours,

C. H. PURCELL, District Engineer,

By [signature]
Acting.

127a
17 DE

March 25, 1926.

Mr. W. R. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

In reply to yours of the 24th inst., making inquiry as to the surety on the bond of certain contractors in your division, will say that they are as follows:

127a Contract No. 861, for the construction of the George Ranch-Deer Creek Section, Earl L. McHutt, contractor, surety the Aetna Casualty & Surety Company, Bates, Lively & Pearson, Agents, Yeon Building, Portland, Oregon;

127a Contract No. 863, for the construction of concrete culverts on the George Ranch-Deer Creek Section, A. G. Enright, contractor, surety the Aetna Casualty & Surety Company, Bates, Lively & Pearson, Agents, Yeon Building, Portland, Oregon;

17 DE Contract No. 829, for surfacing the O'Brien School House-George Ranch Section and the Redwood Junction-Greyback Creek Sections of the Redwood and Oregon Caves Highways, respectively, Joslin & McAllister, contractors, surety Globe Indemnity Company, Martin & Campbell, agents, Spokane, Washington.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaiayer,
Chief Clerk.

HBG:LM

...R, CHAIRMAN
...PORTLAND
...CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

March 24th, 1926.

Mr. Roy A. Klein
State Highway Department
Salem, Oregon.

Attention: H. B. Glaisyer

Dear Sir:-

Will you please advise this office the Bonding Companys for the following contractors:

#861 letter

Earl L. McNutt-George Ranch-Deer Creek Section, and also Mr. Enright on the concrete culverts on the George Ranch, Deer Creek Section.

#863 letter

Joslin & McAllister, who have a contract on the Redwood Highway for surfacing between the O'Brien School House and George Ranch and on the Caves Highway, between Redwood Junction and Gray Back Creek.

#829 Globe Ind. Co. Martin & Campbell Spokane

There are several inquiries in this office as to the Bonding Companys for these contractors.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

OG 1272

March 17, 1926.

Mr. F. W. Moorhead, Cashier,
The First National Bank,
Junction City, Oregon.

Dear Sir:

With further reference to the copies of Mr. Enright's contract for the construction of bridges in Josephine County, will say that we received a letter from Bates, Lively & Pearson today to the effect that they had executed the bond and were sending the books to you in today's mail. If the execution is satisfactory, execution on the part of the Highway Commission will then be secured and copies of the contract mailed to the contractor and the surety on the bond.

Complying with your request and also with the request of Mr. Enright, we will mail you the certified check as soon as execution has been completed by all parties concerned.

Regarding the four duplicate copies which you are holding, will you please return them to us.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

F. W. MOORHEAD, Cashier
B. A. WASHBURNE, Vice-President

10218

THE FIRST NATIONAL BANK

CAPITAL, $50,000.00

JUNCTION CITY, OREGON, March 16, 1926.

Oregon State Highway Commission,
Salem, Oregon.
Gentlemen:

We have received the four original copies of the A. G. Enright contract. Mr. Enright signed them and they were in turn forwarded to Bates, Livly & Pearson at Portland, to have the bond executed, with instructions to forward to you.

When the contract is finally signed, please forward to us for the credit of Mr. Enright, his certified check.

We have also, received the four duplicate copies of the contract, which we are inclined to hold here until we hear from you.

Very Resp.,

F. W. Moorhead
Cashier.

H. B. G.

It would seem that it is advisable to construct [illegible] this opening is large enough. My recollection is that the original plan showed a 30 foot concrete span over this creek which would, of course, make a much more favorable comparison for the channel change. Also, we had no information as to the property being adapted for park purposes and the map did not show the presence of an existing road across it.

I have notified the Bridge Department of this change of plan and requested that plans be furnished.

Very truly yours,

State Highway Engineer.

BAK:HI

RG 1272

March 17, 1926.

Mr. W. E. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

George Ranch-Deer Creek Grading

Dear Sir:

In response to your letter of March 15, which contained comparative estimates on the cost of making a channel change at Station 1099+35 near Deer Creek and the use of a 6x8 culvert, I wired you this morning as follows: "Substitution of culvert for channel change near Deer Creek approved."

In view of the possible property damage caused by the channel change and the necessity of constructing and maintaining a wooden bridge over this waterway and the further favorable comparison of quantities, it would seem that it is advisable to construct the 6x8 culvert provided this opening is large enough. My recollection is that the original plan showed a 30 foot concrete span over this creek which would, of course, make a much more favorable comparison for the channel change. Also, we had no information as to the property being adapted for park purposes and the map did not show the presence of an existing road across it.

I have notified the Bridge Department of this change of plan and requested that plans be furnished.

Very truly yours,

State Highway Engineer.

RAK:HI

127a

March 17, 1926.

Mr. C. B. McCullough,
Bridge Engineer,
Office.

Dear Sir:

On the George Ranch-Deer Creek Section of the Redwood Highway, now under contract, the plans provided for a channel change from the creek which crosses our line at Station 1099+35 to Deer Creek. On making a further study and comparison of costs, it seems desirable to substitute a 4x8 culvert at this point.

The property through which it was proposed to construct a channel change appears to be valuable for park purposes, and there is also an existing road not shown on the map which is necessary to provide for by a bridge across the channel change. This feature, considered in connection with the quantities involved, makes it appear desirable to use the culvert construction.

It is my understanding that Mr. Paxson has looked over the site and both he and Mr. Chandler are agreed that a 4x8 culvert is of sufficient size to carry the extreme flow of the creek. Please arrange to prepare plans for this structure at your early convenience and notify Mr. Wright of the inclusion of this structure in his contract.

Very truly yours,

State Highway Engineer.

RAK:HI

cc W. E. Chandler

TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1217A

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

MARCH 17 1926

W E CHANDLER

GRANTS PASS OREGON

SUBSTITUTION OF CULVERT FOR CHANNEL CHANGE NEAR DEER CREEK

APPROVED

ROY A KLEIN

tablished on this is hard to estimate, but it will spoil a tract which can be used for nothing else except a camp ground--it has no agricultural value to speak of.

I asked the County Court if they thought you would have to pay more than $500.00, and they said they were sure it would be more than that. There is also a county road which must be contended with and a bridge would have to be constructed over the channel after it was built. This bridge would have to be rebuilt in probably ten years and maintained in the meantime. I think this fact was not known or shown on the original map when this matter was considered, but to be fair with the comparison the cost of maintenance and re-building this bridge within ten or twelve years should be considered. This would probably not be less than the original cost at the lowest. We therefore are leaving out the cost of any right-of-way whatever. It would be cheaper to take the culvert rather than the channel change.

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER

GRANTS PASS, OREGON

RECEIVED
MAR 10 1926

March 15th, 1926.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Attention: Mr. Probert.

Dear Sir:-

Herewith estimate made by Mr. H. L. Kuney, resident engineer on the channel change situation at Deer Creek. Also inclosed is a sketch map and profile of the change involved. You will remember this was discussed at the time the estimate of this section was being made up and I think it was at that time decided to put in channel change instead of a culvert, therefore the reason for submitting this to you at this time.

Referring to the estimate we find that the 6 x 8 culvert, plus cost of excavation would amount to $2511.00. The estimated cost of the channel change is $2350.00. On the first there will be no right-of-way charges, but on the latter there will be considerable right-of-way damage. It is rather hard to estimate just what this will be, but it goes directly thru land that has been purchased with the idea of making it a camp ground. Just what value could be established on this is hard to estimate, but it will spoil a tract which can be used for nothing else except a camp ground--it has no agricultural value to speak of.

I asked the County Court if they thought you would have to pay more than $500.00, and they said they were sure it would be more than that. There is also a county road which must be contended with and a bridge would have to be constructed over the channel after it was built. This bridge would have to be rebuilt in probably ten years and maintained in the meantime. I think this fact was not known or shown on the original map when this matter was considered, but to be fair with the comparison the cost of maintenance and re-building this bridge within ten or twelve years should be considered. This would probably not be less than the original cost at the lowest. We therefore are leaving out the cost of any right-of-way whatever. It would be cheaper to take the culvert rather than the channel change.

I recommend therefore that this be done. Will you please advise as soon as possible your opinion on this matter. If you agree that the culvert should be built please advise Mr. McCullough so that he in turn can advise his bridge engineer who is in charge of the culverts on this section.

Would like to have this hurried along as much as possible as the contractor wants to do the clearing, and we should have the culvert started at once.

Yours truly,

W. E. CHANDLER
Division Engineer.

WEC/F

...PORTLAND
...W. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

March 13, 1926.

IN YOUR REPLY PLEASE REFER TO FILE No.....

ATTENTION:.....

George Ranch - Deer Creek Section.
REDWOOD HIGHWAY

Property Description

A strip of land located in the N.E.¼ of the N.E. ¼ of Sec.15 T.38 S. R.8 W., being the property of Joe & Love Schmidtt and containing ap roximately 0.42 acres. Said property being more particularly described as follows:

Beginning at a point at right angles to and 96 feet distant from station 1098+67.3; said station being on the center line of the George Ranch-Deer Creek Section of the Redwood Highway. Said point of beginning being approximately 630 feet south and 175 feet west of the section corner common to Sections 10-11-14-15, T.38 S. R.8 W.; thence N.4° 49' E. 370 feet; thence S.85° 11' E. 50 feet; thence S. 4° 49' W. 370 feet; thence N.85° 11' W. 50 feet to the point of beginning.

W. H. MALONE, CORVALLIS } COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Kerby, Oregon,
March 12, 1926.

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

ATTENTION:.....

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

RECEIVED
MAR 15 1926
GRANTS PASS DIV. OFFICE

Dear Sir:

This letter has reference to your verbal instructions of March 9, requesting an estimate of the cost of installing the 6x8 concrete box culvert at station 1099+35, as compared with the elimination of this culvert, and substituting a channel change to divert the water to Deer Creek.

In considering the feasibility of this channel change, heretofore, the quantity distribution on the profile indicated that in order to eliminate wasting the material from the channel change it would be necessary to build a bridge accross Deer Creek, and use the material to make the fill at the North Bridge approach. A more thorough investigation shows that most of the material, approximately 2400 yards, procured from this channel change can be used economically in the adjacent fills an elsewhere by a revision of the quantity distribution as shown on the profile accompanying this letter.

Enclosed is an estimate of the cost of of building the box culvert and the other grading items in connection with its installation, and also the cost of eliminating this culvert and substituting a channel change.

Yours very truly,

R. L. Kuney

R. L. Kuney,
Resident Engineer.

CHAIRMAN
PORTLAND
H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

ATTENTION:.....

Estimated cost of 6x8 concrete box culvert at station 1099+50, and other grading items in connection with its installation.

48.7 cu.yds. Class "A"concrete	2.00	1071
4040 lbs. reinf. steel	.04½	182
50 yds culvert exca.	2.00	100
Clearing and grubbing chan. change sta. 1100+50-1102+50		150
400 cu.yds. channel exca.	.50	200
400 yds. culvert inlet exca.	.50	200
100 yds. riprap for fill	2.00	200
1200 yds. borrow	.34	408
		2511

Estimated cost of substituting a channel change and eliminating box culvert at station 1099+35.

Clearing and grubbing channel change.	0.5	200
2400 yds. chan. change exca.	0.50	1200
32' pipe trestle accross channel change		750
Overhaul chan change material to fills		200
		2350
Cost of chan.change right-of-way		---
Future bridge maintenance		-----
		———

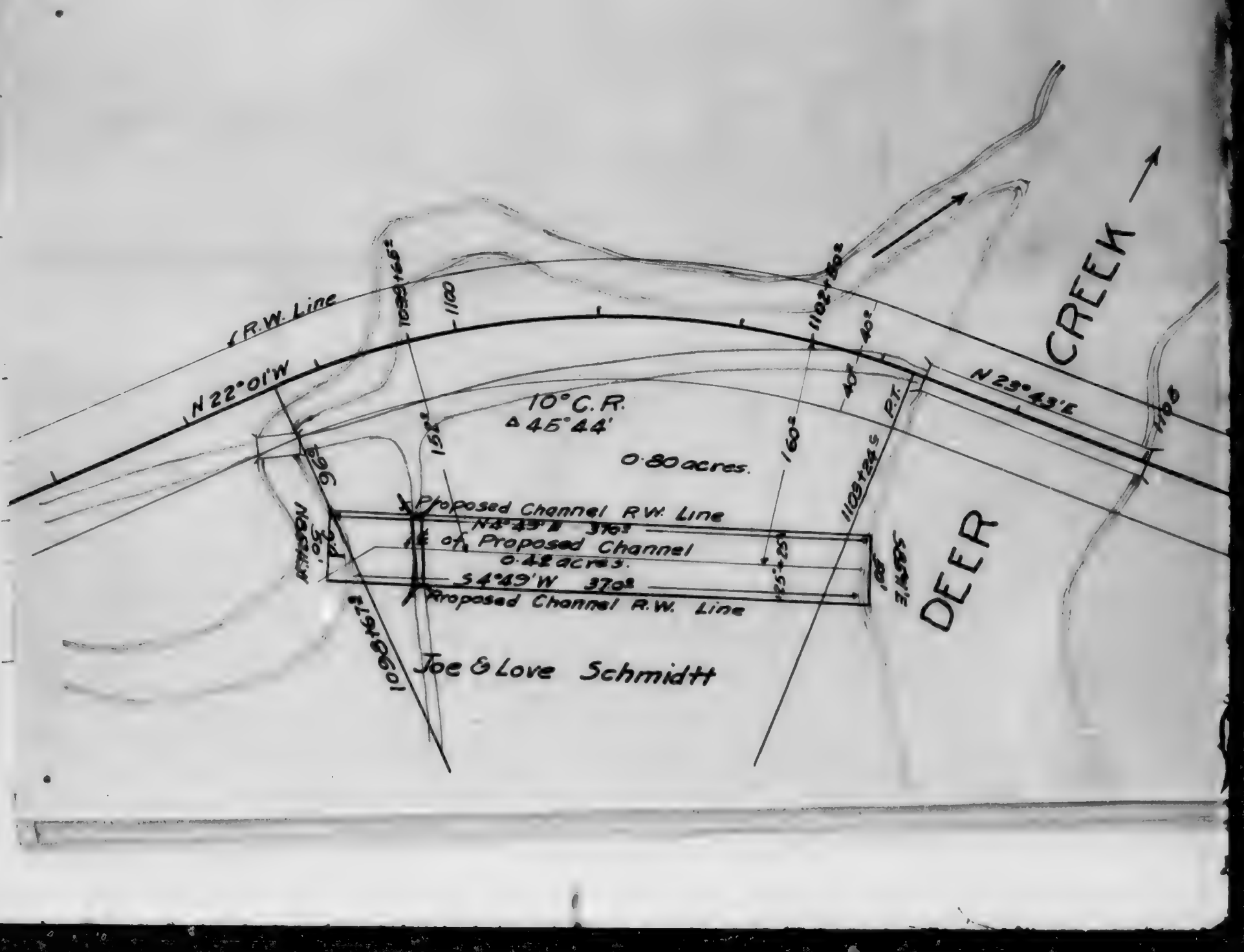
Note:
The price of 0.50 for channel change material noted on this estimate is based on a classification of 50% for com. at 0.34 and 50% intermediate at 0.67 and is equivalent to a flat price of 50 cents.

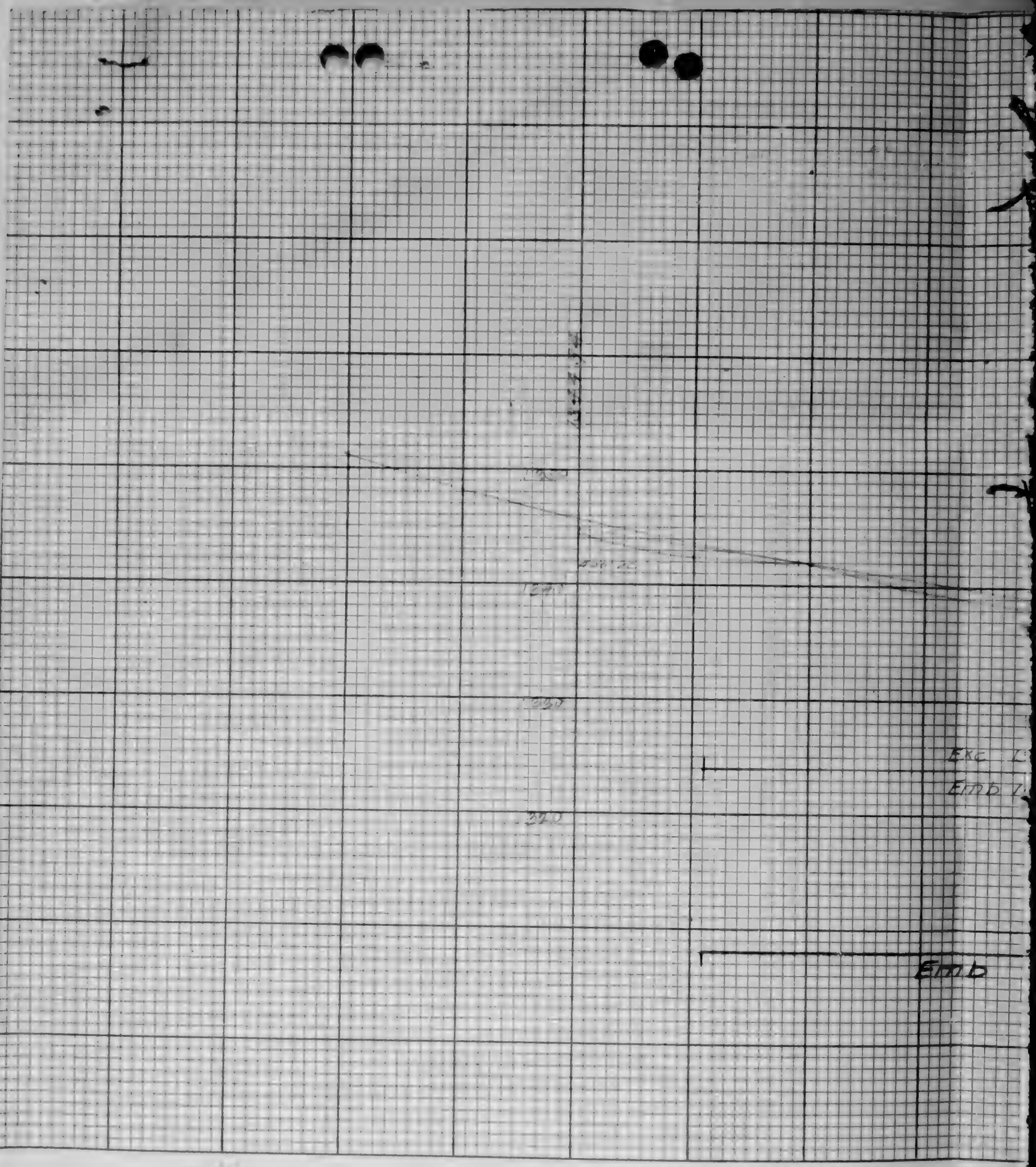
OREGON STATE HIGHWAY DEPARTMENT
GEORGE RANCH - DEER CREEK SECTION
REDWOOD HIGHWAY

Josephine Co.

Scale 1 in = 100ft. March 1926.

Sketch map showing additional right of way required for channel change near Deer Creek. Property of Joe & Love Schmidtt, located in the N.E.¼ of the N.E. ¼ of Sec. 15 T.38 S. R.8 W. and containing 0.42 acres.




Emb
ALCO
CROSS SECTION

GEORGE RANCH- DEER CREEK SECTION
REDWOOD HIGHWAY

Revised Haul Distribution
Shown in Red

EXC 942
EMB 785

EXC.

1.60

EXC 1590 (Rock)
EMB 1150

EX 189

OH 43 C.Y. Sta

EMB 155

OH 4700 C.Y. Sta.

EXC

EMB 1308

EXC 942
EMB 785

350 Dike

1.5%

12.8

OH 3200 CY Sta.

Emb 1265

Exc. 430

Emb 355

569 Exc 138

OH 40 CY Sta.

Exc 1380 (Bar)

Emb 1150

Exc. 430

Emb 358

115 Emb

ALCO

CROSS SECTIO

200 Clearing & Grubbing
400 Yds Channel Comp

100 Yds Rip Rap

ike

126+88
250 Ft.

32' A/B Trestle
$ 750.00

6X8 Cap Beam 34'
4 #17 Wrought Clevis Rod
4 Nuts & Bent Washers
50 Yds Comp Ext

1311.94

400'

P.C.

-.039

1310.97

1309.31

1307.45

-1.10

-1.11

EXC 1400

EMB 115

Exc 1400 = Channel Change

Bor 300
Exc 150
Emb 330

(Bar)

Exc 2400 - Channel Change
Material Distribution
Exc 1696 = 140 ft Emb
Exc 420 = 350 Dike
Waste 294 - to widen Emb
2400

ALCO

CROSS SECTION

1920

1910

1900

1890

1880

110

ESTIMATE

Cost of 6'x8' Box Culvert - Sta. 1099+35

43.7 cu yds. Class "A" Conc.	@	12.00	$ 1071.00
4040 lbs. Reinf. Steel	@	.04½	182.00
50 yds. Culvert Exc.	@	2.00	100.00
Channel Change - Sta. 1100+50 - 1102+50			
Clearing & Grubbing			150.00
Channel Exc. 400 Yds	@	.50	200.00
Inlet Exc. 400 Yds	@	.50	200.00
Rip Rap Fill 100 Yds	@	2.00	200.00
Borrow 1200 Yds	@	.34	408.00
			$ 2511.00

Cost of Channel Change Eliminating Box Culvert

Clearing & Grubbing	$ 200.00
Channel Excavation 2400 Yds @ .50	1200.00
Overhaul	200.00
32' Pile Trestle	750.00
	$ 2350.00
Cost of Right of Way	
Future Bridge Maintenance	

Note The price of 50¢ per yard for Channel Change Excavation is based on a classification of 50% Common and 50% Intermediate and is equivalent to a flat price of 50 cents

104 120

ALCO

CROSS SECTION

March 10, 1926.

Mr. William Washburn, Cashier,
First National Bank of Junction City,
Junction City, Oregon.

Dear Sir:

We have today received a notice from the postmaster at Goldren, Oregon, that Mr. Enright's contract forms were forwarded to him at Grants Pass. This possibly accounts for the fact that he has not yet received them.

We are today sending to you by express four additional copies of this contract. These are to be signed by Mr. Enright and the surety company and are then to be returned to this office for completion by the Highway Commission.

In the event that the four copies that were sent to Mr. Enright originally are sent to you will you kindly forward them on to this office?

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

M. B. Glaisyer,
Chief Clerk.

[redacted]

cc. Mr. A. C. Enright, Kerby, Oregon.

March 10, 1926 127-A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of Estimate as Basis for Project Agreement on the George Rapid-Deer Creek Section, Oregon Project No. 127-A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. W. Bessman
Assistant Office Engineer.

JWB:AP

Encls.

Oregon State Highway Department — Project No. 127-A

GEORGE RANCH-DEER CREEK SECTION OF THE REDWOOD HIGHWAY

IN JOSEPHINE COUNTY

(Estimate as basis for Project Agreement. Based on Contract Prices.)

Salem, Oregon, March 10, 1926

G R A D I N G

All Required	Clearing and Grubbing		$ 4,[illegible].00
57,500 cu.yds	Common Excavation	.34	19,[illegible].00
17,000 cu.yds	Intermediate Excavation	.67	11,[illegible].00
25,000 cu.yds	Solid Rock Excavation	.72	17,[illegible].00
36,000 cu.yds	Overhaul	.08	7,[illegible].00
10 cu.yds	Class "A" Concrete	27.00	270.00
30 cu.yds	Class "C" Concrete	20.00	600.00
200 cu.yds	Rip Rap	2.00	400.00
300 cu.yds	Rock or Gravel Backfill for Drains	2.00	600.00
2,300 lin.ft.	6" Porous Drain Tile	.20	690.00
300 lin.ft.	12" Concrete Pipe	1.15	345.00
700 lin.ft.	18" Concrete Pipe	2.15	1,505.00
500 lin.ft.	24" Concrete Pipe	2.80	1,400.00
440 lin.ft.	30" Concrete Pipe	4.30	1,892.00
160 lin.ft.	18" Concrete Bigham Pipe	3.15	504.00

STRUCTURES

20 Foot Span - Station 788

130 cu.yds	Excavation	$ 2.00	$ 260.00
15 cu.yds	Excavationbelow plans	3.00	45.00
750 lin.ft.	Piling	1.30	975.00
120 cu.yds	Class "A" Concrete	22.00	2,640.00
10 cu.yds	Class "D" Concrete	24.00	240.00
9,700 lbs.	Metal Reinforcement	.045	436.50
50 lin.ft.	Handrail	6.00	300.00

30 Foot Span - Station 906+45

230 cu.yds	Excavation	2.00	$ 460.00
25 cu.yds	Excavation below plans	3.00	75.00
750 lin.ft.	Piling	1.30	975.00
115 cu.yds	Class "A" Concrete	22.00	2,530.00
25 cu.yds	Class "D" Concrete	24.00	600.00
12,000 lbs	Metal Reinforcement	.045	540.00
70 lin.ft.	Handrail	6.00	420.00

George Ranch-Deer Creek Section

#2

Miscellaneous Structures under 20 Feet Span

580 cu.yds	Excavation		$ 2.00	$ 1,160.00
286 cu.yds	Class "A" Concrete		22.00	6,270.00
27,000 lbs	Metal Reinforcement		.045	1,215.00
		Sub-total		$ 88,480.00
		10% Engr. & Cont.		8,848.00
				$ 97,328.00

Length of Project 6.38 miles gross; 6.842 6.844 miles net.

Cost per mile including Structures over 20' Span $ 14,220.98 14,225.09

" " " excluding " " " " $ 12,526.67 13,324.43

State Funds Available - $ 38,931.20

Federal Aid Requested - 58,396.80 (60%)

$ 97,328.00

PR 127A

ESTIMATE OF QUANTITIES FOR BRIDGES
& CULVERTS ON THE
GEORGE RANCH - HAYES HILL SECTION
REDWOOD HIGHWAY

Excavation 940 cu. yds. at	2.00	$1880.00
Exc. below elev. shown 40 cu. yds. at	3.00	120.00
Piling 1500 lin. ft. at	1.30	1950.00
Class A Concrete 520 cu. yds. at	22.00	11,440.00
Class D Concrete 35 cu. yds. at	24.00	840.00
Metal Reinforcement 49,000 lbs. at	.045	2205.00
Concrete handrail 120 lin.ft. at	6.00	720.00
		$19,155.00

List of structures included in the above is as follows:

787 + 76	20' span (Br. 1200)
798 + 13	3' x 6' culvert 28' long
821 + 90	4' x 6' " " "
843 + 00	4' x 4' " 37' "
898 + 40	3' x 3' " 28' "
906 + 45	30' span (Br. 1199)
1004 + 50	4' x 4' culvert 35' long
1064 + 76	6' x 8' " 48' "
1086 + 26	6' x 8' " 42' "

The 5' x 5' box culvert at station 1041 + 53 has been changed to pipe.

RD 1270

RG 1272

March 8, 1926.

Mr. William Washburn, Cashier,
First National Bank of Junction City,
Junction City, Oregon.

Dear Sir:

We have been advised by Mr. A. C. Enright of Goldson, Oregon, that he has not yet received the contract forms covering the work that was awarded to him by the State Highway Commission for the construction of bridges on the Redwood Highway.

Investigation of our files shows that those contracts were mailed to Mr. Enright at Goldson, Oregon, on February 10, 1926. They were mailed parcel post. The letter accompanying those contracts has only recently reached Mr. Enright. He states that he has not yet received the contracts which leads us to believe they are still in the postoffice at Goldson.

It is Mr. Enright's request that these contracts be mailed to you for which reason we are today writing the postmaster at Goldson to forward them to you direct. If you do not receive them within the next day or two it might be well for you to either phone the postmaster of Goldson concerning them or call at his office personally so as to expedite the matter. As soon as they have been executed by Mr. Enright and the surety company, please return all four copies to this office for completion by the Highway Commission. When that is done we will see that the surety company and Mr. Enright are each furnished with a copy.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LH

March 6, 1926.

Postmaster,
Goldson, Oregon.

Dear Sir:

On February 10, 1926, we mailed a package containing four books to Mr. A. O. Enright, Goldson, Oregon. This package was sent parcel post and it seems that the parcel never reached Mr. Enright. The fact of the matter is, that the letter of transmittal reached him only a day or two ago.

Apparently the package is still being held in your office and if so will you kindly mail them immediately to Mr. William Washburn, Cashier, First National Bank of Junction City, Oregon. We enclose postage to cover.

If this package is not in your office at the present time kindly advise us what disposition you made of it.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

HBC:LM

March 5, 1926.

Mr. A. G. Enright,
Goldson, Oregon.

Dear Sir:

On the 10th day of February there was mailed to you four copies of the contract which was awarded to you by the State Highway Commission for the construction of two bridges and eight culverts on the Redwood Highway near Kerby in Josephine County.

We asked you to execute all four copies as to agreement and bond and return them to this office for completion by the Highway Commission, after which an executed copy would be returned to you for your files. We have not yet received these copies executed by yourself which is our reason for calling the matter to your attention at this time, as it is highly desirable that the matter be disposed of at an early date.

Will you kindly advise what progress you are making toward securing your bond?

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaiayer,
Chief Clerk.

HBG:LM

FA 1271
FG 1271

February 27, 1926.

Mr. Merl L. Bellatt,
828 So 8th Avenue,
Eugene, Oregon.

Dear Sir:

Herewith enclosed please find an executed copy of the contract awarded to you by the Highway Commission on January 19th 1926 for the grading of the George Ranch-Deer Creek Section of the Redwood Highway in Josephine County.

This copy is for your records and files.

Very truly yours,

R.H. A. KLEIN,
State Highway Engineer,

By

E. B. Olmsyer,
Chief Clerk.

EBG:JM
Enclosed.

February 10, 1926.

Mr. A. G. Enright,
Goldson, Oregon.

Dear Sir:

We are mailing to you today by express four copies of the contract recently awarded to you by the Highway Commission for the construction of two bridges and seven culverts on the George Ranch-Hayes Hill Section of the Redwood Highway in Josephine County.

Kindly execute all four copies as to agreement and bond and return all to this office for completion by the Highway Commission.

Your attention is called to the first paragraph on page 10 relating to the Oregon workmen's compensation act. You will be expected to carry on your work in strict compliance with the terms of this clause.

We have delayed sending you these contracts until this time so that the provision relating to the annulment of contract shown as a special provision in the proposal could be embodied in the standard form. You will note on page 25 that this provision is now shown exactly as called for in the special provisions mentioned above. This required a reprint of a part of the special provisions which accounts for the delay.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

79 1972

BATES, LIVELY & PEARSON

GENERAL INSURANCE AGENTS

300-308 YEON BUILDING

PORTLAND, OREGON

PAUL C. BATES
K. V. LIVELY
W. E. PEARSON

February 10, 1926

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN.
FIDELITY AND SURETY
SPRINKLER LEAKAGE
PLATE GLASS
AUTOMOBILE
BURGLARY

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PERSONAL EFFECTS
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
ELECTRICAL
FLY WHEEL
ENGINE

Oregon State Highway Commission,
Salem, Ore.

Gentlemen:-

Re George Ranch-Deer Creek Section of the Redwood Highway.

We executed bond for Earl L. McNutt, covering the above contract and forwarded three copies to your office yesterday by express.

Trusting these will be found in order, we beg to remain

Yours very truly,

BATES, LIVELY & PEARSON,

By M. L. Little

MLL/m

Returned to dowd bond 2/12/26

NOTED
H. S. Smith

February 10, 1926.

Aetna Casualty & Surety Company,
c/o Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We are returning to you herewith by express today three copies of contract and bond of Earl L. McHutt in connection with state highway contract No. 361 awarded to him for the construction of the George Ranch-Deer Creek Section.

It has just come to our attention that the amount of the bond furnished by Mr. McHutt in this instance is $34,662.50 which amount is only one-half the amount of the contract. We are making you to kindly change the amount of the bond to the full amount of the contract which is $69,325.00. The only change that is necessary is on page 94. By your changing the amount of the bond will eliminate the necessity of making up new contracts and securing new signatures of all parties concerned.

W e will appreciate it if you will expedite the matter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

HBC:LM

February 6, 1926.

Mr. W. E. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

In reply to your letter of February 4, 1926, relative to plans for the surfacing of the George Ranch-Deer Creek Section, would say that it was my thought that this project should be surfaced during the present season after the grading had been completed. It would appear to be imperative that this be done, since the new grade for a large portion of the distance is coincidental with the present road and it would not be feasible to attempt to carry this road through the next winter season without some kind of surfacing.

With the early start that the contractor is making on this project, no doubt considerable settlement will be obtained on most of the embankments which are made during the three months so that the roadbed should be in fair shape for surfacing. Would suggest that you investigate the sources of supply for surfacing materials and send in samples for test in the near future.

Very truly yours,

State Highway Engineer.

RAK:HI

...WALLIS } COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

XX~~SALEM~~XX
Grants Pass, Oregon.
Feb. 4, 1926.

NOTED
State Highway Engineer

IN YOUR REPLY PLEASE
REFER TO FILE NO. .....

ATTENTION: .....

FEB 5 1926

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Is it not the intention to surface the section between George Ranch and Deer Creek as early as the grading is completed.

Would suggest that this contract should be let so the surfacing can follow very close to the grading as in the summer this section must get very dusty and will cost considerable money to wet down and will be very annoying to travel.

The only available material sources will be gravel from Illinois River and Deer Creek.

The grading is light and will go pretty fast. McNutt has men clearing over the entire section and is ready to start team work.

Some are holding out on right-of-way but have not stopped the work.

There is a load limit on the road from Grants Pass to the California Line. This will hurt McNutt in hauling in supplies and concrete pipe. Can see no need of enforcing the limit on this raod as ther is very little hauling and little damage can be done this late in the season. Will therefore take down signs and advise local officers not to enforce the limit, unless otherwise advised by you.

Will have McNutt do as little hauling as possible during the next month.

Very truly yours,

C. E. [illegible],
Division Engineer.

OREGON

09 1272

February 6, 1926.

Aetna Casualty & Surety Company,
c/o Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

In response to the request of Mr. Earl McNutt of Eugene, we are sending to you today by express four copies of contract recently awarded to him by the Highway Commission for the grading of the George Ranch-Deer Creek Section of the Redwood Highway.

Mr. McNutt requests that you execute these as surety on the bond. When this is done kindly return three copies to this office. You may retain one copy for your own records and files. You will note that they have all been signed by the Highway Commission. This execution on the part of the Highway Commission was secured by mistake in advance of having the agreement and bond executed by the contractor.

Will you kindly expedite the execution on your part as soon as possible?

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

ON

Feb 1278

February 4, 1926.

Mr. Earl L. McNutt,
202 E. 8th Avenue,
Eugene, Oregon.

Dear Sir:

We are in receipt of four copies of contract recently awarded to you by the Highway Commission for the grading of the George Ranch-Deer Creek Section of the Redwood Highway, duly signed by yourself. We note that you have not furnished a bond in connection with this contract. If you will kindly advise us the name of the bonding company whom you desire to have as surety on your bond we will mail copies of the contract to them direct.

Please advise us by return mail so that the matter can be expedited.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

Form 31—27505—436—3-25.

PQ 1272

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED

State Highway Engineer

Date Jan. 24, 192..

Job Name George Ranch - Deer Creek
Grading

Week from Jan. 17 to Jan. 24

Mail Address Kerby

Highway Redwood

Telegraph or Telephone Address Kerby

County Josephine Job Prefix 17PA (31)

Express and Freight Address Grants Pass

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The grading on this section was let to Earl McNutt on Jan. 19. Mr. McNutt arrived on the ground Jan. 21 and started erecting camps and clearing R. of W. Jan. 23.

He advises he has let all the clearing and grubbing, with the exception of one mile, to small small station gangs, and that, if weather permits, he will start grading about Feb. 1.

Lynn Leslies services as computor were dispensed with Jan. 20 on account of reduction in forces.

W. E. Chandler was over this section on an inspection trip Jan. 23.

Party is Cross-sectioning and making revisions.

RECEIVED
JAN 26 1926
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed R. L. Kinney

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading on project 6.88

Miles completed None

Miles completed except finishing "

Miles covered by contractor's forces "

Miles cross-sectioned 2.5

Miles cross-sections completed and checked None

Miles to be remeasured -----

Number men in Engineering Party 4

Contractor's average force for week 3 *men,*

----- *teams,* ------ *steam shovels*

Grading work will be completed about July 31-26

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job (?) George Ranch- Deer Creek *Percentage* 95

Other jobs 17 DF *Percentage* 5

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

January 23, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to Oregon 127-A, George Ranch-Deer Creek Section of Redwood Highway:

When you submit the revised estimate, based on contract prices, the length of the non-participating bridge at Deer Creek should be deducted from the net length of the project, which will, of course, affect the cost per mile.

We are returning under separate cover the cross section sheets for this project.

Very truly yours,

C. H. PURCELL, District Engineer,

By T. M. Davis
Acting.

FORM SA 20017 10M 6-25

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

00 00 09127-a

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

~~XXXXXXXXXX~~ SALEM
Grants Pass, Oregon.
Jan. 14, 1926.

IN YOUR REPLY PLEASE
REFER TO FILE NO. .....

ATTENTION: .....

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

The attached is the estimate for comparison of bids for the George Ranch-Deer Creek section of the Redwood Highway.

Very truly yours,

WM. E. CHANDLER,
Division Engineer.

By John Bailey
Office Engineer.

JAN 16 1926

ESTIMATE FOR COMPARISON OF BIDS
GEORGE RANCH-DEER CREEK SECTION REDWOOD HIGHWAY
5.88 MILES GRADING

Est. Dated 1/14/26

ALTERNATE "A" (concrete pipe):

Grading:

Clearing & Grubbing	All Required	Lump Sum	$ 8,000.00	
Excavation Common	57,500 c.y.	@ .35	20,125.00	
Excavation Intermediate	17,900 c.y.	@ .55	9,845.00	
Excavation Solid Rock	23,800 c.y.	@ .90	21,420.00	
Overhaul	93,000 c.y.s.	@ .06	5,580.00	
Class "A" Concrete	10 c.y.	@ 30.00	300.00	
Class "C" Concrete	30 c.y.	@ 25.00	750.00	
Rip Rap	200 c.y.	@ 4.00	800.00	
Rock or Gravel Backfill (Drains)	300 c.y.	@ 3.00	900.00	
6-inch Porous Drain Tile	2,300 l.f.	@ .30	690.00	
12-inch Concrete Pipe	300 l.f.	@ 1.85	555.00	
18-inch " "	700 l.f.	@ 2.50	1,750.00	
24-inch " "	500 l.f.	@ 3.00	1,500.00	
30-inch " "	440 l.f.	@ 4.25	1,870.00	
18-inch " Syphon Pipe	160 l.f.	@ 2.75	440.00	
				$74,525.00

Force Account:

Moving buildings, etc.	$ 3,000.00	3,000.00
		$77,525.00
Engineering 10%		7,752.50
Total Alternate "A".....		$85,277.50

ALTERNATE "B" (gal. iron pipe):

Grading:

Clearing & Grubbing	All Required	Lump Sum	$ 8,000.00	
Excavation Common	57,500 c.y.	@ .35	20,125.00	
Excavation Intermediate	17,900 c.y.	@ .55	9,845.00	
Excavation Solid Rock	23,800 c.y.	@ .90	21,420.00	
Overhaul	93,000 c.y.	@ .06	5,580.00	
Class "A" Concrete	10 c.y.	@ 30.00	300.00	
Class "C" Concrete	30 c.y.	@ 25.00	750.00	
Rip Rap	200.c.y.	@ 4.00	800.00	
Rock or Gravel Backfill (drains)	300.0y.	@ 3.00	900.00	
6-inch Porous Drain Tile	2,300 l.f.	@ .30	690.00	
12-inch Cor. Galv. Iron Pipe	300 l.f.	@ 1.70	510.00	
18-inch " " " "	700 l.f.	@ 2.25	1,575.00	
24-inch " " " "	500 l.f.	@ 2.75	1,375.00	
30-inch " " " "	440 l.f.	@ 4.00	1,760.00	
18-inch " " " Syphon Pipe	160 l.f.	@ 2.50	400.00	
				$74,030.00

Force Account:

Moving buildings, etc.	$3 3,000.00	3,000.00
		$77,030.00
Engineering 10%		7,703.00
Total Alternate "B".....		$84,733.00

January 12, 1938 SR 127-A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing estimates of cost and special provisions covering the grading of the George Ranch-Deer Creek Section, Oregon Federal Aid Project No. 127-A.

Four blue print sets of grading plans and one original set of cross-sections is today going forward to you under separate cover.

We have also been advised by the Bridge Department that they are today sending to you the required number of sets of plans covering the structures on the project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP

Encls.

Oregon State Highway Department — Project No. 127-A

GEORGE RANCH–DEER CREEK SECTION OF THE REDWOOD HIGHWAY

IN JOSEPHINE COUNTY

(Estimate with Plans. Not as Basis for Project Agreement.)

Salem, Oregon, January 11, 1926.

GRADING

All Required		Clearing and Grubbing		$ 4,000.00
67,500	cu.yds	Common Excavation	.40	25,000.00
17,900	cu.yds	Intermediate Excavation	.60	10,740.00
25,000	cu.yds	Solid Rock Excavation	1.00	25,000.00
93,000	sta.yds	Overhaul	.05	4,650.00
10	cu.yds	Class "A" Concrete	30.00	300.00
30	cu.yds	Class "C" Concrete	30.00	900.00
200	cu.yds	Rip Rap	3.00	600.00
300	cu.yds	Rock or Gravel Backfill for Drains	3.00	900.00
2,300	lin.ft.	6" Perous Drain Tile	.30	690.00
300	lin.ft.	12" Culvert Pipe	2.00	600.00
700	lin.ft.	18" Culvert Pipe	3.00	2,100.00
500	lin.ft.	24" Culvert Pipe	4.00	2,000.00
440	lin.ft.	30" Culvert Pipe	5.00	2,200.00
100	lin.ft.	18" Siphon Pipe	5.00	500.00

STRUCTURES

20' Span - Station 788

130	cu.yds	Excavation	3.00	390.00
15	cu.yds	Excavation below plans	5.00	75.00
780	lin.ft.	Piling	.60	468.00
120	cu.yds	Class "A" Concrete	26.00	3,120.00
10	cu.yds	Class "D" Concrete	26.00	260.00
9,700	lbs	Metal Reinforcement	.056	543.20
50	lin.ft.	Handrail	5.00	250.00

30' Span - Station 900+45

230	cu.yds	Excavation	3.00	690.00
25	cu.yds	Excavation below plans	5.00	125.00
750	lin.ft.	Piling	.60	450.00
115	cu.yds	Class "A" Concrete	26.00	2,990.00
25	cu.yds	Class "D" Concrete	26.00	650.00
12,000	lbs	Metal Reinforcement	.056	672.00
70	lin.ft.	Handrail	5.00	350.00

George Ranch-Deer Creek Section #2

Miscellaneous Structures under 20' Span

500 cu.yds	Excavation	$ 3.00	$ 1,740.00
595 cu.yds	Class "A" Concrete	26.00	7,410.00
27,200 lbs	Metal Reinforcement	.056	1,522.40
	Sub-total		$ 96,734.80
	10% Engr. & Cont.		9,672.40
			$ 106,407.40

Length of Project 6.88 miles

Cost per mile including structures over 20' Span $15,725.96

" " " excluding " " " " $14,024.80

State Funds Available - $53,441.96

Federal Aid Requested - 53,264.44 (50%)

$ 106,407.40

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

January 7, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are today in receipt of a wire that the project statement for Oregon Federal aid #127, Grants Pass-George Ranch section, was approved by the Secretary on January 5, 1926, subject to the condition that the grade crossing of the California & Oregon Coast Railway north of the project be safeguarded.

Your attention is called to the fact that we have not as yet received the plans covering this project. As bids are to be opened on January 19th, it is requested that the plans be submitted as early as possible.

Yours very truly,

C. H. Purcell,
District Engineer.

ACTING

January 12, 1938.

Memorandum to Mr. Roseveare:

References is made to the structures on the George Ranch-Deer Creek Section, Federal Aid Project No. 127-K.

In submitting estimates for this work to the Bureau of Public Roads for federal cooperation, it will be necessary that we set out separately the quantities on the 20 foot span at Station 705, and also separately for the 20 foot span at Station 906+46. All of the other structures under the 20 foot span on the project can be lumped and the quantities shown without segregation for each individual structure.

This matter is called to your attention at this time merely in order that the Resident Bridge Engineer may submit his estimates in such form as will enable us to meet the required segregations.

J. W. DeBoura

JWD:AP

CONTRACT #8661

PR 108-D Bend-Lava Butte 1926-1927

866

#866-PPD
PP1610

January 27, 1927.

Globe Indemnity Company,
Martin A Campbell, Agents,
829 Oak Street,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 866 for the construction of the Bend-Lava Butte Section of The Dalles-California Highway in Deschutes County, consisting of 9.61 miles of surfacing has been completed by the contractor, Carl Nyberg, and that final settlement will be made by the State with said contractor for work done under said contract on or after January 27, 1927.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor on this work was $61,845.05.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

Form 3C—A-1391—500—1-26.

WILLIAM DUBY, SALEM, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

PR 108D

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

January 13, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Please refer to your letter of January 11th, re cost of "sprinkling" the Bend-Lava Butte Section, which sprinkling was done in conjunction with the construction of the surfacing, contract of Carl Nyberg.

It has been known to me from the beginning that the cost of this feature of the work appeared excessive, and as well as I can determine was caused by the following facts:

First, the character of filler available and the road conditions required more moisture to set up than normally, the soil being for the most part pumice dust.

Second, the extreme distance that it was necessary to go for water, and the very rough condition of the roadway was a factor that tended to make the hauling cost excessive. It was necessary at the beginning of the work, which was on the South end, at Lava Butte, to go down to the Deschutes River at Harper, after water, hauling back up hill, over rough roads. After the work had progressed a few miles, it became more economical to get water from the irrigation canal near Bend.

Third, poor equipment-equipment unsuited for the class of work required. Pierce Arrow tank trucks No. 334 and 341 were operated over the entire season, having for the most part, when in condition to run, been operated two shifts per day. It seemed that there was always something wrong with one or both of them, which required parts to be sent from the Salem Shops, with the usual delays sometimes in getting the parts required. Outside of the cost of the necessary parts, the rental costs kept accumulating. On October 4th, I took up with Mr. Campbell, the matter of credit for costs charged as rental on the trucks for the time they were out of service due to breakdowns. I am enclosing herewith, for your information, a copy of the correspondence, etc., which I think is self-explanatory. While Mr. Campbell did not see fit to allow all of the credit that I asked for, he did consent to allow 50% of the bill, for which we were thankful indeed.

Mr. Roy A. Klein, # 2. January 13, 1927.

It seemed that in operating these trucks, the most expensive parts possible were required. Both trucks had to have entire new rear end assemblies, which are worth about one-fourth of the value of the trucks. It was impossible to keep them in springs, bearings, etc. Magnetos and carburetors were always in the local repair shops, with the truck laying idle and the driver drawing pay, trying to get it fixed up to run.

It is to be admitted that some of the fault did lie with the drivers, or operators. These men, to begin with, were all furnished by the equipment department, and until their conduct as operators became so noticeably rotten (even to a layman) that they were discharged, they no doubt did thd equipment some damage. However, during the most of the construction season, especially the latter part, these trucks were handled with care, in order to keep them going.

In order that you may know something of the cost of parts necessary, I am writing today, to Mr. Campbell, for an itemized list of all items of expense against these two trucks (#334 and 341) while operated in this section. I am of the opinion that by making a detailed analysis of the costs in connection with this work, that the item of truck rentals and parts will be an outstanding feature. It is to be remembered that in most instances if a truck should break down in the afternoon, being out of town with no telephone connection available, by the time the driver could get a hold of the engineer, or come into the office, it was too late to get the necessary parts shipped out that day, which meant that it would be two days following before the part would be received and put onto the truck. In the meantime the truck, (sometimes both at once) would be idle. There were two Liberty trucks operating out of Crescent, under similar conditions, and outside of an accidental fire which damaged the trucks (they were insured) there was never a time that they were not operated successfully and economically. Both projects were under contract by Carl Nyberg and both projects supervised by the same Resident Engineer, (J. R. Mitchell).

As soon as the data which I am requesting from Mr. Campbell is received, I will endeavor to make a more detailed report of the matter, if you so desire.

Yours very truly,

C. W. Wanzer,

By C W Wanzer Div. [redacted] Engr.

WWH/HS

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
N. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

January 13, 1927.

Mr. L. P. Campbell,
Equipment Engineer,
Salem, Oregon.

Dear Sir:-

At your earliest convenience I wish you would prepare and send to me a detail statement of all costs for parts, repairs, gas, etc., that are chargeable to the operation, etc., of Pierce Arrow Tank Trucks, Department numbers 334 and 341, for the season of 1926, while operating out of Bend in connection with the surfacing of the Bend-Lava Butte Section of the Dalles-California Highway in Deschutes County.

This data is necessary to prepare a statement which is required by Mr. Klein.

Yours very truly,
C. W. Wanzer,
Division Engineer.

By _____
Div. Office Engineer.

HHH/MS

cc. R. A. Klein.

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
[redacted], OREGON

SAlem,
20-October-1926

COPY

Mr. C. W. Wanzer,
Division Engineer,
Bend, Oregon.

Attention Mr. Hackett.

Dear Sir:-

We have your letter of the 4 October regarding rental credits on 5-ton Peirce Arrow trucks 334 and 341.

We have been studying this matter for some time and now have the following facts to render:

After checking in our stock room we find that on several occasions the wrong parts were ordered, which, if the trucks had to lay off, it was thru no fault of ours. We also find that on most parts sent you, a charge of 50% of list was made to you.

Regarding rear axle assembly that was sent you as an exchange; up to this time we have not received a part of any kind. Therefore, no credit could be issued. However, as soon as we receive this worm carrier, which undoubtedly is in good condition, credit will be issued you.

No doubt you lost considerable time with these trucks and, bearing in mind your statements and our facts as mentioned above, we believe that a credit of 50% of the time lost would be a fair adjustment; so we are inclosing a revised form 113 reducing your amount to $276.25.

If, after reconsidering this matter, you agree to go 50-50 with us, please signify by signing the inclosed statement.

Yours very truly,

(sgd) L. P. Campbell
Equipment Engineer

EAH EW

COPY

ORIGINAL

FIELD REPORT OF EQUIPMENT AND SUPPLIES TRANSFERRED

Roy A. Klein
[redacted]
STATE HIGHWAY ENGINEER
SALEM, OREGON

DATE SHIPPED.....

HOW SHIPPED account

DEAR SIR: PLEASE BE ADVISED THAT I HAVE TRANSFERRED THE FOLLOWING [redacted]

TO Mr. L. P. Campbell AT Salem, for consideration AND THAT THE FIGURES BELOW REPRESENT MY CAREFUL ESTIMATE OF PRESENT VALUES THEREOF. CREDIT IS DUE AS INDICATED BY COST DISTRIBUTION.

YOURS TRULY,

C. W. Wanzer,

QUANTITY	DESCRIPTION	UNIT VALUE	AMOUNT
	To Delayed time of trucks #334 and 341, on account of breakdowns and repairs.		
	Truck # 334 — June 6; July 49; August 123; Sept. 100 — 278=34 1/2 days @ $10.00.....		345 00
	Truck # 341 — June 7; July 32; Aug. 55; Sept. 72 — 166=20 3/4 days @ $10.00.....		207 50
		TOTAL	552 50

COPY

COST DISTRIBUTION

CHARGE			CREDIT		
			9 PD	556	552.50

MAIL ORIGINAL TO SALEM OFFICE; DUPLICATE TO CONSIGNEE.

CONSIGNOR WILL MAKE CREDIT DISTRIBUTION AND CONSIGNEE WILL DISTRIBUTE THE CHARGES. THE LATTER WILL THEN FORWARD THE COMPLETED REPORT TO SALEM OFFICE.

RECEIVED THE ABOVE LISTED MATERIAL FOR WHICH CHARGES SHOULD BE MADE AS INDICATED ON THE ABOVE DISTRIBUTION.

DATE.....

Sign Here-
SIGNED..... X .....

DUPLICATE

FIELD REPORT OF EQUIPMENT AND SUPPLIES TRANSFERRED

Roy A. Klein
~~HERBERT MUNN~~
STATE HIGHWAY ENGINEER
SALEM, OREGON

DATE SHIPPED .....

HOW SHIPPED account

DEAR SIR: PLEASE BE ADVISED THAT I HAVE TRANSFERRED THE FOLLOWING [redacted]

MR. L. P. Campbell AT Salem, for consideration AND THAT THE FIGURES BELOW REPRESENT MY CAREFUL ESTIMATE OF PRESENT VALUES THEREOF. CREDIT IS DUE AS INDICATED BY COST DISTRIBUTION.

YOURS TRULY,

C. W. Vanzer, HNH

QUANTITY	DESCRIPTION	UNIT VALUE	AMOUNT
	To Delayed time of Trucks #334 and 341, on account of Breakdowns and Repairs-		
	Truck # 334 — June 6; July 49; August 123; September 100 — 278-34 1/2 days @ $10.00.....		34500
	Truck # 341 — June 7; July 32; August 55; September 72 — 166-20 3/4 days @ $10.00.....		207.50
	Less 50%, as per letter of 10/20/26		276.25
	TOTAL	276	25

COPY

COST DISTRIBUTION

CHARGE			CREDIT		
72	315	276.25	9 PD	556	276.25

MAIL ORIGINAL TO SALEM OFFICE: DUPLICATE TO CONSIGNEE.

CONSIGNOR WILL MAKE CREDIT DISTRIBUTION AND CONSIGNEE WILL DISTRIBUTE THE CHARGES. THE LATTER WILL THEN FORWARD THE COMPLETED REPORT TO SALEM OFFICE.

RECEIVED THE ABOVE LISTED MATERIAL FOR WHICH CHARGES SHOULD BE MADE AS INDICATED ON THE ABOVE DISTRIBUTION.

DATE 10/20/26

SIGNED L. P. Campbell
H

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

October 4, 1926.

Mr. L. P. Campbell,
Equipment Engineer,
Salem, Oregon.

COPY

Dear Sir:-

Herewith attached, statement prepared by our Resident Engineer, J. R. Mitchell, showing the actual delayed time of Pierce Arrow Tank Trucks #334 and 341, which resulted due to break downs and time off waiting for parts, etc., to come from Salem.

By making a direct comparison of the operation of these trucks, with the two Liberty trucks used at Crescent, it can readily be seen that they were not economically operated, due mostly to breakage of parts, and was not due to any extreme hauling conditions or poor driving, as it might appear to any one not familiar with the actual conditions.

Now as a suggestion along the lines of "Whole-hearted co-operation" (I do not mean dignified acquiesnce), I believe that inasmuch as the job has paid for parts, etc., to the extent of a good overhaul and partial rebuilding, that a credit memo could justly be issued by your department, in the amount shown on the attached statement. This amount would hardly be more than the cost of the two complete rear ends recently installed in these trucks, to say nothing of the vast number of other expensive parts which have been added and necessary to keep these two trucks in working condition.

Trucks of this character would operate much more economically out of, or near, your shops, than at a point so far away from the base of supplies, as it seems that they are continually broken down and it becomes necessary to wait one or two days for the necessary part. This condition has not existed in respect to the two Liberty trucks. (Where we also feel that they have earned their keep, and no complaint coming.)

Hoping that you will consider this matter carefully, and to the end that you will sign and return the enclosed Form #113.

Yours truly,

C. W. Wanzer,

(s-d) H. H. Hackett
Div. Office Engineer.

HHH:MS Encl.
P.S. What's worth having is worth asking for. HHH

PR108 D

January 11, 1927

Mr. G. W. Hauser,
Division Engineer,
Box 823,
Bend, Oregon.

Dear Sir:

I note in the final cost figures for the surfacing of the Bend-Lava Butte Section of the Dalles-California Highway in Deschutes County an item of $9,293.89 for sprinkling. This is at the rate of approximately $1000 per mile or 42 cents per cubic yard of material placed. This is far in excess of our ordinary expenditures for this purpose, and would like a statement from you as to the reason for these costs.

Very truly yours,

State Highway Engineer.

BAK:HI

PR 108 D

Statement of over and underrun

Sheet #1

The Dalles-California Highway
Bend-Lava Butte Section. 9PD, Contract #866

Item #1 Base Course Surfacing

Original Estimate	14000 C.Y.
Final "	11065 C.Y.
Underrun	2935 C.Y.

The estimate on this section was based on 5" base and 3" top thickness, but this was changed to 4" base and 4" top, consequently an underrun on base material

Item #2 Top Course Surfacing

Original Estimate	8500 C.Y.
Final "	10965 C.Y.
Overrun	2465 C.Y.

Overrun due to increased thickness of top course.

Item #3 Maintenance Material

Original Estimate	1800 C.Y.
Final "	3449.5
Overrun	1649.5

Increase due to instructions from Salem Office.

Item #4 Filler

Original Estimate	6000 C.Y.
Final "	6002 C.Y.
Overrun	2 C.Y.

Item #5 Filler Haul

Original Estimate	48000 Yd.Mi.
Final "	6697.5
Underrun	41302.5

Underrun due to securing filler from road side instead of hauling with trucks as originally anticipated.

#166-98A
FP-108D

October 29, 1926.

Globe Indemnity Company,
Martin & Campbell, Inc. Agents,
529 Oak Street,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Carl Nyberg on contract No. 866 for the construction of the Bend-Lava Butte Section of the Dalles-California Highway in Deschutes County.

This payment will be made on or after November 8th, 1926. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. D. Glaisyer,
Chief Clerk.

Dict. by J. Mc Farland.

PR 108 D

Form No. 39—22202—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Oct 9th, 1926

Job Name Bend - Lava Butte

Week from 2nd to 9th

Mail Address Bend

Highway The Dalles - Cal

Telegraph or Telephone Address

County Deschutes Job Prefix 9PD

Express and Freight Address Bend

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

This project completed on the 6th

except some burning of shoulders &
improving R.R xing
Card

RECEIVED
OCT 14 1926
OREGON
STATE ...

NOTED
C. W. W NZER

(See back of this sheet for instructions and detailed information.)

Signed G. M. Stafford

Title Res. Engr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 9.06

Miles completed 9.06

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party 2

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 9 PD Percentage 100

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, ONEG.

June 12, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
JUN 14 1926

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #105-D, Bend-Lava Butte section of The Dalles-California Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. M. Davis
Acting

Form P. R. 2

State Oregon

Project No. 108, Section D.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

Form P. R. 9

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 19th day of April, 1926

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 2nd day of June, 19 24, a project statement, which was approved by the Secretary on the 8th day of July, 19 24, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished ~~for said project~~ Section D of surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 24th day of February 19 26, and approved by the Secretary on the 21st day of May, 19 26; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of fifty-four thousand, four hundred fifty-three and 30/100

dollars ($54,453.30) as the share of the United States payable under said act on account of Section D of said project, which does not exceed 49.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chaps. 175, Laws of 1917, and Chapter 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the county..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department)

*(c) By the county..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(d) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 732+82 at the north end of Section A of said project near Lava Butte, and survey station 1219+47 at the south limits of Bend,

..... terminal points, a distance of 9.078 miles, known locally as the Bend-Lava Butte Section of The Dalles-California Highway between Bend and Fort Klamath, Deschutes County, being Section D of Oregon Federal Aid Project No. 108.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

(d) The Highway Department hereby agrees that, if the Oregon Trunk Railway constructs a grade crossing of the highway at Station 205+33, it will provide for the installation of such safety devices as will be adequate for the protection of a grade crossing of that class.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of Section D of said project shall not in any event exceed (*a*) the said sum of fifty-four thousand, four hundred fifty-three and 30/100 dollars, certified to the Secretary of the Treasury as above mentioned, being less than 60 per cent of ninety thousand, seven hundred fifty-five and 50/100 Section D of dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section D of said project in conformity to said plans and specifications.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county) of ..... (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county) of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 10,675.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

JUN 1

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: In accordance with Resolution of (Include reference to statute authorizing funds and probable amount annually available)

August 7, 1917. Chapter 237, Laws of 1917.

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)
.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds and probable amount annually available)
.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....

*(Strike out if not appropriate)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 21st day of May, 1926

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By .....
Chairman, State Highway Commission
(Title of officer)

By T. B. Brandsness
Member, State Highway Commission
(Title of officer)

[SEAL]

By Robt Milne
Member, State Highway Commission
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL]

P. M. Lunch
ACTING Secretary of Agriculture.

STRICKEN OUT

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 732+82 at the north end of Section A of said project near Lava Butte, and survey station 1219+47 at the south limits of Bend, locally known as the Bend-Lava Butte Section of The Dalles-California Highway between Bend and Fort Klamath, Deschutes County, and Section D of designated in the records of this Department as Project No. 108, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 20,755.50 as the total estimated cost of Section D of said project, and the sum of $ 14,453.30 as the share of the United States, payable under said acts on account of Section D of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 21st day of May one thousand nine hundred and Twenty-six as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4829

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

May 28, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose one copy of the estimate which was used as the basis of the project agreement covering Oregon Federal aid project #108-D, Bend-Lava Butte section of The Dalles-California Highway in Deschutes County.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

FORM 2C 50182 500 10-25

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

PR #1087

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

May 7, 1926

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Dear Sir:-

ATTENTION: Mr. S. H. Probert.

In accord with your letter of March 26th, regarding an increase of the quantities of maintenance materials on the Bend-Lava Butte Section, I am enclosing, herewith, for your approval a price agreement, signed by Mr. Nyberg, which will allow an increase of 1600 cubic yards, at the same price as stipulated in his Contract #866 for Maintenance Material.

Yours very truly,

C. W. Wanzer
Division Engineer

BY H M Hartsell
Office Engineer.

Enc. 1

RECEIVED
MAY 8 1926
STATE H... OREGON

April 13th, 1926.

Mr. W. H. Malone,
Corvallis, Oregon.

Dear Sir:

Herewith enclosed please find three copies of the proposed project agreement covering Oregon Federal Aid Project No. 198D, Bend-Lava Butte Section of The Dalles-California Highway. If this meets with your approval, will you kindly sign each copy and forward them to Mr. Vom Dexer for completion.

Thanking you, we are

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

Form No. 39—22292—6M—8-25

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date April 3rd, 1926

Week from March 27 to April 3

Job Name Bend-Lava Butte

Mail Address Bend

Highway Redmond-Bend

Telegraph or Telephone Address

County Deschutes Job Prefix 220

Express and Freight Address Bend

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Setting up camp & the driving survey.
Equipment from Crescent - Camel Springs
Cat will be moved to this job about the 15th
of this month

Redmond Dist

RECEIVED
APR 17 1926
OREGON
STATE HIGHWAY COMMISSION

NOTED
V. ANZER

(See back of this sheet for instructions and detailed information.)

Signed J. Whitford

Title Res. Engr.

FORM BS A884 5000 8-28

ROY A KLEIN

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 9.61

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... 8 ..... men,

..... 2 ..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about Sept 20

Number men in Engineering Party 1

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... 9PD ..... *Percentage* 100

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

FORM 86 A864 000 5-26

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

April 1 1926

Mr James L.DeBusk
Upper River Route
Bend Oregon.

Dear Sir:-

Your letter of the 18th and a petition signed by you and others, addressed to the State Highway Commission at Salem, asking for a just appraisment and consideration for the property taken as a right of way for the construction of the revised line of the Dalles California Highway between Bend and Lava Butte, has been referred to me.

For your information please be advised that the right of way required for State Highways is furnished to the State by the different County Courts, through whose counties the Highways run, free of cost. The obligation of procuring the same rests entirely with the various County Courts, and not with the Highway Commission. Therefore I have referred your letter and petition to the Deschutes County Court (copy of letter referring to the same enclosed) for their consideration and am sure if you take the matter up with them direct, you will get a hearing.

Will you kindly notify the others, who signed the petition with you, that it has been referred to the County Court (I do not know their address) as we have no jusisdiction in this matter.

Yours very truly

C.W.Wanzer
Division Engineer

CWW/C

c/c Mr Roy A.Klein

c/c Hon R.W.Sawyer.

Form No. 39—22392—4M—8-28

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date March 27th, 1928

Job Name Bend - Lava Butte

Week from 20th to 27th

Mail Address Bend

Highway The Dalles - Cal.

Telegraph or Telephone Address

County Deschutes Job Prefix 9PD

Express and Freight Address Bend

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Nyberg getting site in readiness for set up, a portion of the machinery on the ground

Weather-Clear

NOTED

(See back of this sheet for instructions and detailed information.)

Signed J. P. Mitchell

Title Res. Engr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 9.61

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week 9 men,

2 teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about Sept 30th

Number men in Engineering Party 1

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 9PD *Percentage* 100

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

PR #1088

Contr 866

March 26, 1926.

Mr. G. W. Wanser,
Division Engineer,
Box 825,
Bend, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of March 24, in which you recommend that the quantity of maintenance materials to be furnished under the Nyberg contract for the surfacing of the Bend-Lava Butte Section be increased 1200 or 1600 cubic yards so that this additional material will be available for use in connection with the maintenance of the Lava Butte-Lapine Section.

As stated to you over the telephone this morning, such an arrangement appears to us to be desirable, and you are authorized to make arrangements with Mr. Nyberg accordingly.

It would be well to have a letter from Mr. Nyberg, stating that he will furnish the additional materials required at the same price as applies to the maintenance materials originally contemplated to be furnished under the Bend-Lava Butte [illegible].

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

...CHAIRMAN
...PORTLAND
...NE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

Cmh 866

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

March 24 1926

Mr Roy A.Klein
State Highway Engineer
Salem Oregon.

Dear Sir:-

You will recall that in the final closing of the McDowell contract #782, Lava Butte-Lapine Section surfacing job we obtained only 1574 yds of maintenance material, due to the quarry petering out, in fact, we had a hard time to get that, while our contract called for 4000 cuyds or approximately 200 cuyds per mile.

This leaves us shy about 2500 cuyds on this 20 mile section with only approximately 79 cuyds to the mile. The quarry site at which this stock pile of 1575 cuyds is located is approximately 12 miles from the south end of this section (viz Lapine) and 8 miles from the north end at Lava Butte, where Nyberg is now setting up his plant to surface from Bend to Lava Butte.

In view of the above situation, viz that we have less than 80 cuyds for the whole 20 miles section, I suggest, that we take advantage of Nyberg's setup at Lava Butte and obtain an additional 1200 or 1600 cuyds of maintenance material for use on the 8 miles from Lava Butte to the stock pile of the McDowell Contract, then it would leave the 1500 cuyds or approximately 130 cuyds to a mile for the use of the south 12 miles of McDowell's contract and give us more nearly the amount we originally planned for this 20 mile section and at practically the same price as Nyberg's price on maintenance material under his new contract is $2.10 as against $2.07 McDowell's price.

Kindly consider the above proposition and let me know your wishes at your earliest convenience, as Mr Nyberg is now setting up his plant and we propose to set up a trap at once and the location of same will depend upon whether you wish to get this additional material or not, to replace the shortage on McDowell's contract.

Yours very truly

C. W. Wanzer

C.W.Wanzer
Division Engineer

CWW/C

c/c Mr Roy A.Klein
% County Roadmaster's Office Portland Ore.

March 22, 1926.

FR 108-D

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 20th inst., relative to plans on the Bend-Lava Butte Section, Oregon Project No. 108-D.

It was intended that the plans for this section should be made to tie onto the north end of project 108-A at Station 730+52 which station is the correct stationing for the north end of Section A.

We are now having blue printed, and are sending to you copies of Sheets 1, 2, and 3, as revised to show the correct terminus of Project 108-D. Kindly substitute these for the plans which previously were sent to you.

This revision is made in accordance with the last paragraph in your letter. It is to be noted however, that the length of the project has now increased to 9.274 miles.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. [redacted]
S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

March 20, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Upon checking the plans recently submitted for Oregon Federal Aid Project No. 108-D, Bend-Lava Butte Section, we note the station given for the south end of the project as 741.

The south end of Section "D" is presumably at the north end of Section "A", which is described on the plans for Section "A" as Station 730+52, while the profile shows the beginning of the section at Station 732+52.

Will you kindly have this checked up and advise us as to which is the correct Station for Section "A", and whether there is a gap between the two sections, as the two sets of plans seem to indicate?

If there is a gap between the two sections, we would suggest that the plans for Section "D" be revised so as to coincide with Section "A", as a short gap at this point would, no doubt, cause future confusion.

Very truly yours,

C. H. PURCELL, District Engineer,

By [signature]
Acting.

Form 39—5755—434—3-38.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date March 20th, 1938

Job Name Bend-Lava Butte

Week from 12th to 20th

Mail Address Bend

Highway The Dalles-Cal

Telegraph or Telephone Address

County Deschutes Job Prefix 9PD

Express and Freight Address Bend

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Camp is under construction, located
½ mile East of Sta 731

Weather Clear

(See back of this sheet for instructions and detailed information.)

Signed J. R. Mitchell

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

.... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 9.61

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week 8 *men,*

2 *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about Sept 30 To

Number men in Engineering Party 1

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

.... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 9 PD ..... *Percentage* 100

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

March 10, 1926.

108-D

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of Estimate as Basis for Project Agreement on the Bend Lava Butte Section of the Dalles-California Highway, Oregon Project No. 108-D.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. W. DeSouza
Assistant Office Engineer .

JWD:AP

Encls.

Oregon State Highway Department — Project No. 208 B

BEND-LAVA BUTTE SECTION OF THE DALLES-CALIFORNIA HIGHWAY

IN DESCHUTES COUNTY

(Estimate as basis for Project Agreement. Based on Contract Prices.)

Salem, Oregon, March 10, 1926.

14,000 cu.yds	Base Course Surfacing	$ 2.20	$ 44,800.00
8,500 cu.yds	Top Course Surfacing	2.25	27,625.00
6,000 cu.yds	Filler	.40	2,400.00
48,000 cu.yds	Filler Haul	.16	7,680.00
	Sub-total		$ 82,505.00
	10% Engr. & Cont.		8,250.50
			$ 90,755.50

Length of Project 9.078 miles

Cost per mile $ 9,999.50

State Funds Available	$ 36,302.50	
Federal Aid Requested	54,453.00	(60%)
	$ 90,755.50	

February 25, 1926. 108-D

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate of cost and unit price analysis, and four copies of special provisions covering the surfacing of the Bend-Lava Butte Section, Oregon Project 108-D.

Owing to a breakdown in our blue print room, we are unable at this time to send you the prints of the plans for the project. However, these will be sent to you just as soon as we are able to have them printed.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dict by J. W. DeSouza/AP

Enclosures

Oregon State Highway Department — Project No. 108-D

BEND-LAVA BUTTE SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate with Special Provisions. Not as Basis for Project Agreement.)

Salem, Oregon, February 20, 1926 .

14,000 cu.yds	Base Course Surfacing	3.00	$50,400.00
8,500 cu.yds	Top Course Surfacing	3.89	33,065.00
6,000 cu.yds	Filler	.50	3,000.00
48,000 yd.mi	Filler Haul	.25	12,000.00
	Sub-total		$ 98,465.00
	10% Engr. & Cont. Engr.		9,846.50
			$ 108,311.50

Length of Project 9.076 10.970 miles

Cost per mile $ 11,933.83 9,875.48

State Funds	$43,324.60	
Federal Funds	64,986.90	(60%)
	$108,311.50	

ANALYSIS OF SURFACING PRICES

Quarrying	$ .85
Equipment & Crushing	.70
Hauling(5.46 Mi. @ .25)	1.38
Placing & Finishing	.30
	$3.23
15% Profit	.48

Est. Price $3.71

FORM 66 50103 500 10-25

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. M. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

Feb 20, 1926.

RECEIVED
FEB 22 1926

Mr. Roy A. Klein.
State Highway Engineer.
Salem, Oregon.

Dear Sir;

Attention Mr S.H. Probert.

Enclosed herewith please find Division Engineers estimate of cost for surfacing the Bend Lava Butte Section of the Dalles California Highway in Deschutes County, as prepared from the quantities as called for in the proposal.

Yours very truly,

C. W. Wanzer

H Division Engineer.

P S

This is asper the proposal, which shows the total distance as being 9.61 miles, which is incorrect, Please refer to my letter of Feb 10, in which a correction in mileage was called to your attention, but which reached you too late no doubt to be of use in making up the proposals.

DIVISION ENGINEERS ESTIMATE OF COST

FOR SURFACING

Bend-Lava Butte Section of the Dalles California Hwy.

Based on the Quantities as called for in the Proposal.

Base course surfacing material-	14,000	cy	~~3.60~~ 3.15 3.30	$50,400.00
Top " " "	8,500	"	~~3.89~~	33,065.00
Maintenance Material	1,800	"	2.07	3,726.00
Filler Materials	6,000	"	.50	3,000.00
Filler Haul	48,000	yd M	~~.25~~ .20	12,000.00
Total estimated cost				$ 91,391.00

FORM SC 20102 500 12 25

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

PR #108 D

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

Feb 10 1926

Mr Roy A.Klein
State Highway Engineer
Salem Oregon.

Attention Mr S.H.Probert Office Engineer

Dear Sir:-

Enclosed herewith please find Division Engineer's estimate of cost for the surfacing of both the Crooked River and Bend Lava Butte Sections of the Dalles California Highway.

I note in checking over the limits of the Bend Lava Butte Section, that I had given the mileage on the Special Provisions as being 9.61 miles. This is an error and should have been 9.06 instead. Will you please change this to conform on your copy?

Yours truly

C.W.Wanzer

Division Engineer

By W H Hartell
Office Engineer

Division Engineer's Estimate of Cost
for
Surfacing
Bend Lava Butte Section
The Dalles California Highway
in
Deschutes County.

Detailed analysis of cost.

	Surfacing Material	Maint Material.
Set up and tear down	.15	.15
Quarrying	.85	.85
Crushing	.55	.55
Hauling 105253 yd Mile @25¢	1.37	Stock piling .25
Blading and processing	.30	1.80
	3.22	+15% .27
+15%	.48	2.07
	3.70	

Estimate of Cost.

11960	cuyds Base surfacing material	@ 3.60	3.15 ✓	$43056.00
7176	cuyds top surfacing material	@ 3.89	3.35 ✓	27268.80
1800	cuyds maintenance materials	@ 2.07		3726.00
5255	cuyds Filler materials	@50¢		2627.50
47292	Yd miles Filler haul	@ 25¢ 20 ✓		11823.00
		Total estimated cost		$88501.30

Basis of Estimate.

3" top 15 cuyds per station, 792 cuyds per mile
5" Base 25 cuyds per station, 1320 cuyds per mile
Filler 11 cuyds per station, 580 cuyds per mile.
Quarry located 1000' south and 1000' east of Station 741 1/2 mile dead haul.

Filler pit 4 miles from North End of project 4 miles dead haul.

FORM 3C 30182 500 12-25

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MAYNE, CORVALLIS

OG 108 D

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

Feb 5 1926

Mr Roy A.Klein
State Highway Engineer
Salem Oregon.

Attention Mr S.H.Probert Office Engineer

Dear Sir:-

In answer of yours of the 2ond in regard to the width of right of way on the Bend Lava Butte Section of the Dalles California Highway, please be advised that the width of right of way acquired by the Deschutes County Court for this section is 60 feet.

There are a couple of places where I had Judge Sawyer procure an extra acre or two for borrow purposes. I do not presume you will want this for the Federal Aid Plans, if you do, please advise and I will get the exact description.

Yours very truly
C. W. Wanzer
C.W.Wanzer
Division Engineer

CWW/C

E.H.S.
Prob.

CONTRACT#868,

SEE:

CONTRACT#814

868 SEE: Contract 814

CONTRACT # 869,

678

PR 110-D Siletz Bridge 1926-1927

PR 110-D Siletz Bridge 1926-1927

869

November 1, 1927

Metropolitan Casualty Insurance Company of New York,
Hansen & Newlands, Agents,
Washington Building,
Tacoma, Washington.

Attention A. Richard.

Gentlemen:

Please be advised that the total amount of force account paid the Union Bridge Company in connection with their contract for the construction of the Skagit River Bridge in Skagit County Contract No. 2[illegible] was $1,[illegible].

Very truly yours,

[illegible],
State Highway Engineer.

By

E. D. [illegible],
Chief Clerk.

Dict. by J. McFarland.

869-
Forcedam

J. SCOFIELD ROWE, PRESIDENT

THE METROPOLITAN CASUALTY INSURANCE CO.
OF NEW YORK

CHARTERED 1874

HANSEN & ROWLAND, INC., GENERAL AGENTS FOR WASHINGTON

SEATTLE — TACOMA

Tacoma, Washington
October 31, 1927

State Highway Department
Salem, Oregon.

Gentlemen:

Re: Bond 34854 Union Bridge Co. construction bridge over Siletz River at Station 596 of the Rocky Creek Siletz Bay section of the Roosevelt Coast Highway.

We acknowledge receipt of your advice that the above contract has been completed and accepted and that no claims have been filed against this contract. Will you kindly advise us what part of the $110,476.58 paid the contractor was paid under the force account.

Thanking you in advance for your courtesy in this matter, we are,

Yours very truly,

HANSEN & ROWLAND INC.
BY A Richard
Surety Bond Dept.

AR.

Total paid - $110,476.58
Force acct. - $1540.24

#861 Furnished

PR#1100

J. SCOFIELD ROWE, PRESIDENT.

THE METROPOLITAN CASUALTY INSURANCE CO.
OF NEW YORK

CHARTERED 1874

HOME OFFICE - 55 FIFTH AVENUE

NEW YORK

FIDELITY & SURETY DEPARTMENT

S. K. McCLURE, SUPERINTENDENT

October 18, 1927

Mr. H. B. Glaisyer
Chief Clerk
Oregon State Highway Comm.
Salem, Oregon

Dear Sir: Re: Union Bridge Company
Bond #02676-26 -----

Will you kindly complete and return the enclosed status report in connection with the above company's contract, for the construction of a bridge at Station #596 of Rock-Creek-Ciletz Bay Section, contract #869.

Very truly yours,

Assistant Superintendent

MSB:AL
Enc.

Form 39—A-1861—2M—7-26.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date July 30 1927

Job Name Redmond-Winchester Bay Grading

Week from July 24 to 30

Mail Address Winchester Bay

Highway Roosevelt Coast

Telegraph or Telephone Address "

County Douglas Job Prefix 10 P E

Express and Freight Address Reedsport

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor working steam shovel in pavement cut
Sta 401 to 413 2-8 hr shifts
Working 3-4 yd fresnos and a plow team
on grading Sta 335 to 340
12 men & 2 teams on clearing work
Sta 340 to 387

Party sectioning & setting grade stakes

NOTED
J. S. SAWYER

RECEIVED
AUG 2 - 1927
DIVISION ENGINEER
DIVISION NO. 2

(See back of this sheet for instructions and detailed information.)

Signed P. P. McWhitmore

Title Resident Engineer

#869

GRADING CONSTRUCTION

Total miles of grading on project 3.29

Miles completed 1.0

Miles completed except finishing 1.0

Miles covered by contractor's forces 2.4

Miles cross-sectioned 2.6

Miles cross-sections completed and checked 2.0

Miles to be remeasured 1.3

Number men in Engineering Party 3

Contractor's average force for week ..... 50 men,

..... 10 teams, 4 trucks 1 steam shovels

Grading work will be completed about ..... Sept 30, 1927

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... 10 PE ..... Percentage 75

Other jobs ..... 10 PF ..... Percentage 25

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

#869
PR#1100

UNION BRIDGE COMPANY

BUILDERS OF HIGHWAY BRIDGES

SEATTLE
CENTRAL BLDG.

PORTLAND
1001 PORTER BLDG

Portland, Ore.
July 30, 1927.

Oregon State Highway Commission,
Salem, Oregon.

Attention Mr. H.B. Glaisyer,

Dear Sir:

This will acknowledge your letter of the 28th regarding claim against the Siletz River Bridge, by the Nestucca Bank.

This claim was taken care of several months ago, and we have written them as per the enclosed copy to write you the letter you need.

If you do not get this release of claim against the bridge, kindly advise us, and we will see that they take care of same.

Yours very truly,

UNION BRIDGE COMPANY
BY.

F

NOTED
H. B. GLA

Portland,Ore.
July 30,1927.

Yaquina Bank,
Siletz,Ore.

Attention Cashier.

Dear Sir:

We are advised by the Oregon State Highway Commission (H.B.Glaisyer, Chief Clerk) that you have not cleared the claim which you filed with them several months ago, for the amount owing account of the Siletz River Bridge Contract.

They need a letter from you stating that you have been paid in full for all claims against the Siletz River Bridge, through the Union Bridge Company, and we would ask that you write to the Oregon State Highway Commission, attention Mr.H.B.Glaisyer, to this effect.

Yours very truly,

UNION BRIDGE COMPANY
BY.

NOTED
H. B. GLAISYER

#869-
Lewiston Co
PR #110 D

July 27th, 1927

Union Bridge Company,
1001 Porter Building,
Portland, Oregon.

Dear Sirs

Attention Mr. Chas. C. Huber.

We acknowledge receipt of your letter of the 27th inst. in which you advise that you had paid the Robinson Bank in full for all claims they had against the Hells River Bridge contract. Will you please have the bank write us to the same effect so that we can clear our records regarding this claim.

Thanking you, we are

Very truly yours,

May A. Klein,
State Highway Engineer

By

K. B. Gleisner,
Chief Clerk.

KBG:JB

UNION BRIDGE COMPANY

BUILDERS OF HIGHWAY BRIDGES

SEATTLE
CENTRAL BLDG.

PORTLAND
1001 PORTER BLDG

Portland,Ore.
July 27,1927.

Oregon State Highway Commission,
Salem,Ore.

Attention Mr.Glayser.

Dear Sir:

Please be advised that we have paid the Nestucca Valley Bank in full for all claims that they had against the Siletz River Bridge contract.

Yours very truly,

UNION BRIDGE COMPANY
BY Chas G Hula

CGH:F

CHAS. RAY, PRESIDENT E. L. Mc CABE, CASHIER J. L. GEORGE, ASST. CASHIER

#869-
Lincoln Co.
PR-1.10D

Nestucca Valley Bank

Cloverdale, Ore. July 20, 1927.

State Highway Dept.

Salem, Oregon.

Gentlemen:

We beg to advise that the trade acceptance of The Union Bridge Co. amt. $500.00 given for lumber which went into the Siletz River Bridge, has been paid and we release any claim we may have had against them in the matter.

We are today in receipt of a letter from the Metropolitan Casualty Insurance Co. by Hanson &Rowland Inc. of Tacoma, requesting this release as they are the bondsmen under Bond No. 34854 -Siletz River Bridge, Lincoln County Oregon.

Trusting this will be in order we are,

Very truly yours,

Harry Looney
Cashier

RECEIVED
JUL 22 1927
OREGON
STATE

PR#110D
#869
Lincoln Co

THE METROPOLITAN
CASUALTY INSURANCE CO.

July 20, 1927.

Union Bridge Company,
1001 Porter Building,
Portland, Oregon.

Gentlemen:

We recently received a letter from the Metropolitan Casualty Insurance Company who are the surety on your bond on your contract No. 869 - Siletz River Bridge in Lincoln County in which they make inquiry regarding the trade acceptance in amount of $500.00 which was held by the Bostmen Valley Bank.

Will you kindly advise us if this matter has been settled so that we can close our file.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glasgow,
Chief Clerk.

Dict. by J. McFarland.

#869

J. SCOFIELD ROWE, PRESIDENT

THE METROPOLITAN CASUALTY INSURANCE CO.
OF NEW YORK

CHARTERED 1874

HANSEN & ROWLAND, INC., GENERAL AGENTS FOR WASHINGTON

SEATTLE—TACOMA

Tacoma, Washington
July 16, 1927.

Mr. Roy A. Klien,
State Highway Engineer,
State of Oregon,
Salem, Oregon.

RE: BOND NO. 34854 - Union Bridge Co. to State of Oregon - construction bridge over Siletz River, Lincoln County, Oregon.

Dear Sir:

We acknowledge receipt of your letters of June 23rd and July 12th, regarding the above bond.

For your information we are inclosing herewith copy of a letter to the Nestucca Valley Bank.

Will you kindly advise us promptly when this claim has been released.

Very truly yours,

HANSEN & ROWLAND, INC.

By A. Van R. Schermerhorn
A. Van R. Schermerhorn
Mgr. Surety Bond Dept.

AVRS:AF

Incl.

J. SCOFIELD ROWE, PRESIDENT

THE METROPOLITAN CASUALTY INSURANCE CO.
OF NEW YORK

CHARTERED 1874

HANSEN & ROWLAND, INC., GENERAL AGENTS FOR WASHINGTON

SEATTLE—TACOMA

Tacoma, Washington
July 15, 1927.

Matuoca Valley Bank,
Cloverdale, Oregon.

RE: BOND NO. 34854 - Union Bridge Co. to State of Oregon - construction bridge over Siletz River, Lincoln County, Oregon.

Gentlemen:

Referring to your letter of Aprul 7th with reference to Trade acceptance of the Union Bridge Company on the above contract, we beg to advise that on April 12th the Union Bridge Company informed us that they had paid you the trade acceptance referred to.

We are now advised by the Oregon State Highway Commission that your claim against this contract has not been released.

Will you please immediately attend to the release of the same, if, as we have been advised, the amount has been paid.

Very truly yours,

HANSEN & ROWLAND, INC.

By

A. Van H. Schermerhorn
Mgr. Surety Bond Dept.

AVHS AF
CC Union Bridge Co.
Oregon State Highway Commission.

#169-218E
PF#110D

July 12, 1927.

The Metropolitan Casualty Insurance Co. of New York,
Hanson & Howland, Ins. Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 569 for the construction of a bridge over Siletz River near Kernville on the Roosevelt Coast Highway in Lincoln County has been completed by the contractors the Union Bridge Company and that final settlement will be made by the State with said contractors for work done under said contract on or after July 28nd, 1927.

The State is not advised of any claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors on this contract is $110,305.08.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#469
Lincoln Co
PR#1100

June 23, 1927.

Metropolitan Casualty Insurance Company of N. Y.,
Hansen & Rowland, Inc. Agents,
Tacoma Building,
Tacoma, Washington.

Attention A. Van R. Schermerhorn.

Gentlemen:

In response to your inquiry of June 20th relative to the Union Bridge Company contract No. 469 for the construction of the Siletz River Bridge in Lincoln County we wish to advise that this contract was completed on January 22nd, 1927. The total amount paid to date is $109,216.00. The retained percentage is $500.00. We will advise you ten days before final payment is made at your Portland office.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.
P. S.
We were advised of a claim of the Nestucca Valley Bank in amount of $500.00 for amount of trade acceptance of the Cloverdale Lumber Company on March 8th 1927. The Union Bridge Company advised us on March 9th that this claim would be settled but we have not yet been advised if this had been done or not.

RECEIVED

J. SCOFIELD ROWE, PRESIDENT

#869
Lincoln Co

THE METROPOLITAN CASUALTY INSURANCE CO. OF NEW YORK

CHARTERED 1874

HANSEN & ROWLAND, INC., GENERAL AGENTS FOR WASHINGTON

SEATTLE—TACOMA

Tacoma, Washington
June 20, 1927

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Bond 34854 Union Bridge Co. Portland Oregon construction of bridge at station 596 of Rock Creek Siletz Bay Lincoln County Oregon.

We would appreciate your giving us the final date of completion and acceptance and whether or not there has been any claims filed against this bond.

Inclosed please find self addressed stamped envelope for your convenience.

Thanking you in advance for your courtesy in this matter, we are,

Yours very truly,

HANSEN & ROWLAND INC.
BY A. Van R. Schermerhorn
A. Van R. Schermerhorn

AR.

Bond - [illegible] - #109214

Ft. Transit & [illegible]

[illegible] 1927

RECEIVED
JUN 21 1927
OREGON
STATE HIGHWAY COMMISSION

#869
Lumicalorb.
PP#1105

March 4, 1927.

The Metropolitan Casualty Insurance Co. of N.Y.
Benson & Rowland, Agents,
1606 Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have received from the Keyesons Valley Bank of Gloversdale, Oregon, a letter in which it is stated that they hold a trade acceptance of the Union Bridge Company in the sum of $200 which they have been unable to collect. It seems that this obligation is in connection with the purchase of timber from the Union Bridge Company from the Gloversdale Lumber Company for use in the construction of the bridge over the Gilbert River near Sprewille.

This information is given you as your appear as surety on the bond furnished by the Union Bridge Company in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Gleiayer,
Chief Clerk.

HBG:S

March 4, 1927.

Union Bridge Company,
1001 Porter Bldg.
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received from Harry Looney, Cashier of the Nestucca Valley Bank, Cloverdale, Oregon, a letter to the effect that they hold a trade acceptance of the Union Bridge Company, Portland, for $500 which they have been unable to collect. This trade acceptance is in connection with the purchase of lumber from the Cloverdale Lumber Company for use in connection with your contract for the construction of a bridge over the Siletz River near Kernville.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

March 4, 1927.

Mr . Harry Looney,
Cashier, Nestucca Valley Bank,
Cloverdale, Oregon.

Dear Sir:

Your letter of the 2nd inst. addressed to Thos Luper, State Engineer, concerning your claim against the Union Bridge Company in the sum of $500 has been handed to this department for reply for the reason that the contract of the Union Bridge Company concerns the state highway bridge which is being constructed under the supervision of this department.

In reply to your communication will say that the Union Bridge Company furnished the State Highway Commission with a bond which was for the purpose of protecting labor and material claims and all just debts, dues and demands incurred against the project. The particular project in question is state highway contract #269 for the construction of a bridge over the Siletz River on the Roosevelt Coast Highway in Lincoln County. The surety on the bond furnished by the Union Bridge Company in this instance is The Metropolitan Casualty Co. of N. Y. Hanson and Rowland, Inc. of Oregon, local agents, 1506 Yeon Building, Portland, Oregon. This bond being your protection, we would suggest that you file notice of your claim with the surety company. If you do not secure satisfaction from them them you still have recourse to action in the courts as provided by Section 2991, Oregon Laws.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

M. B. Glaisyer,
Chief Clerk.

HBG:S

NESTUCCA VALLEY BANK

CHAS. RAY, PRESIDENT
W. H. CHRISTENSEN, VICE PRESIDENT
E. L. McCABE, CASHIER
J. L. GEORGE, ASS'T CASHIER

CLOVERDALE, OREGON Mar. 2,1927.

STATE ENGINEER
RECEIVED
MAR 3 1927
SALEM, OREGON

Mr. Rhea Luper,
State Engineer,
Salem, Oregon.

Dear Mr. Luper:

We hold a trade acceptance of The Union Bridge Company of Portland,Oregon for $500.00 dated Jan. 21,1927 due Feb. 28,1927 Our No. 8014 payable at The West Coast Natl. Bank at Portland,Oregon.

This obligation arisesfrom the purchase of lumber by the above concern from the Cloverdale Lumber Co., of this place and was purchased by us from them. It is for lumber which went into the new bridge across the Siletz River below Taft and which has just been completed.

We sent our acceptance to The West Coast Natl. Bank for collection and today received it back marked" will take up direct", in the meantime we talked with them over the phone and they requested an extension of 30 days which we cannot grant.

We are holding the past due acceptance and request that we be protected by the State in any settlement with the Bridge Company so it may not be necessary to file a lien for the material furnished.

My sister, Ivy was out from Iowa last July and while in Salem went up to The State House to see you but understood her to say you were up in Eastern Oregon at the time. She is married to Mr. M.G.Hart and now lives in Missouri Valley,Iowa.

Thanking you for your attention in the above bridge matter and with my kindest personal regards I beg to remain,

Very truly yours,

Cashier.

#869

#869-Lincoln
PR 110 D

J SCOFIELD ROWE, PRESIDENT

THE METROPOLITAN CASUALTY INSURANCE CO. OF NEW YORK

CHARTERED 1874

HOME OFFICE - 55 FIFTH AVENUE

NEW YORK

CASUALTY INSURANCE FIDELITY & SURETY BONDS

SEMPER PROGREDIENS

FIDELITY & SURETY DEPARTMENT
S. K. McCLURE, SUPERINTENDENT

February 25, 1927.

Mr. Roy A. Klein, State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon

Dear Sir:

Re: Union Bridge Company, Portland, Oregon
Our #02676-26 - Construction of a
Bridge on Roosevelt Coast Highway,
Lincoln County, Contract #869 - Bridge #1139

Will you kindly complete and return the enclosed status report in connection with the contract covered by the above numbered bond.

Very truly yours,

J. V. Kindesjo
Assistant Superintendent.

MSB:BH

August 10, 1926.

Geo. L. and J. L. McPherson Corporation,
Spalding Building,
Portland, Oregon.

Gentlemen:

In reply to your letter of the 9th inst., we beg to advise that the bridge over Silets Bay is located in the northwest quarter of the northwest quarter of Section 11, Township 8 south, Range 11 west, W. M.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

GEO. L. & J. A. McPHERSON CORPORATION
SPALDING BUILDING
PORTLAND OREGON

August 9, 1926.

State Highway Commission,
Salem,
Oregon.

Gentlemen:

I drove over the new highway from Hebo to Siletz Bay a few days ago, and am interested in knowing the subdivision of the section and township in which the bridge is being constructed.

Thanking you in anticipation of your reply, I am

Very truly yours,

GLMcP

N.W ¼ of N.W. ¼ Sec 11 - T8S-R11W W.M.

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

June 4, 1926.

R. A. Klein,
State Highway Engineer,
Salem, Oregon.

JUN 5 1926

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project #110-D, Siletz River bridge on the Roosevelt Coast Highway in Lincoln County. We enclose an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

Form P. R. 2

State Oregon

Project No. 119, Section D

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

Form P. R. 1

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 19th day of April, 1926

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 15th day of July, 1924, a project statement, which was approved by the Secretary on the 6th day of September, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 24th day of February, 1926, and approved by the Secretary on the 24th day of May, 1926, and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of sixty-six thousand, three hundred thirty-three and 30/100

dollars ($66,333.30) as the share of the United States payable under said act on account of said Section D of project, which does not exceed 42.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chap. 31, Laws of 1920. (Include amount, date, and citation of act of legislature by which authorized)

*(b) By the county of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ..... (State how placed under direct control of Highway Department)

*(c) By the county of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(d) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following ~~road~~ bridge, as described in detail in said surveys, plans, and specifications:

~~Between~~ Bridge over the Siletz River between survey stations 591+00 and 598+13, T. 8 S., R. 11 W., Secs. 2 and 11, Willamette Meridian,

..... terminal points, a distance of 713 ~~miles~~ feet, known locally as the Roosevelt Coast Highway, Rocky Creek-Siletz Bay Section, Lincoln County, being Section D of Oregon Federal Aid Project No. 110.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

JUN 4 1926 8 36 AM

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that prior to or immediately upon completion of the improvement contemplated under this agreement it will construct suitable road connections between the ends of the bridge and the existing highway.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of Section D of said project shall not in any event exceed (*a*) the said sum of sixty-six thousand, three hundred thirty-three and 30/100 ..... dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of one hundred ten thousand, five hundred fifty-five and 50/100 ..... Section D of ..... dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section D of said project in conformity to said plans and specifications.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county) (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

.....the State Treasurer.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... State ..... of ..... Oregon .....
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $..... per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....Resolution of August 7, 1917,.....
(Include reference to statute authorizing

.....Chap. 237, Laws of 1917.....
funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

JUN 4 1926 8 26 AM

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds, probable amount annually available, and how will be placed under direct control of Highway Department)

.....

*(b) By the ..... upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds and probable amount annually available)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 24th day of May, 1926

STATE HIGHWAY COMMISSION OF OREGON

(Official title of Highway Department)

By .....
Chairman, State Highway Commission

(Title of officer)

By H B Van Duzer
Member, State Highway Commission

(Title of officer)

[SEAL]

By Walt Malone
Member, State Highway Commission

(Title of officer)

By .....

(Title of officer)

By .....

(Title of officer)

[SEAL]

C. W. Pierce
ACTING Secretary of Agriculture.

STRICKEN OUT

EXECUTE AGREEMENTS SEE PROJECT NO. 112
UNDER AUTHORITY OF HIGHWAY DEPARTMENT TO

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a [redacted] bridge over the Silets River between survey stations 891+00 and 898+13, T.8 S., R.11 W., Secs. 2 and 11, Willamette Meridian, locally known as the Roosevelt Coast Highway, Rocky Creek-Silets Bay Section, Lincoln County, and designated in the records of this Department as Section D of Project No. 110, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 110,555.50 as the total estimated cost of Section D of said project, and the sum of $ 68,535.50 as the share of the United States, payable under said acts on account of Section D of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 24th day of May one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

R. H. Lund

ACTING *Secretary of Agriculture.*

KMB

GOVERNMENT PRINTING OFFICE 8—4810

09110

March 17, 1926.

Joseph Dixon Crucible Company,
Jersey City, N. J.

Attention Mr. L. M. Stockins, Manager,
Paint Sales Department.

Gentlemen:

In reply to your letter of the 11th inst. will say that the Union Bridge Company of Portland, Oregon, were the successful bidders for the construction of the bridge over the Siletz River on the Roosevelt Coast Highway in Lincoln County, Oregon. Their address is 1001 Porter Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM

ESTABLISHED 1827

JOSEPH DIXON CRUCIBLE CO.

GRAPHITE PRODUCTS

GEO. T. SMITH, PRESIDENT
J. H. SCHERMERHORN, VICE PRESIDENT
HARRY DAILEY, SECRETARY
WILLIAM KOESTER, TREASURER
JOHN I. McCOMB, ASST. SECTY.
J. W. ROBOTTOM, ASST TREAS.

D X N TRADE MARK

PENCILS
CRAYONS
RUBBER ERASERS
CRUCIBLES
SILICA-GRAPHITE PAINT
GRAPHITE LUBRICANTS
DRY GRAPHITE
BELT DRESSING

JERSEY CITY, N.J., U.S.A.
March 11, 1926.

State Highway Commission,
Room 360,
Court House,
Portland, Ore.

Gentlemen:-

You advised us the latter part of January 16th that bids for the bridge over the Siletz River on Roosevelt Coast Highway had been rejected and that new bids would be received February 25th.

If contract has been awarded will you please be so kind as to advise us the name of the successful contractor? Our reason in asking for this is so that we can get in touch with him regarding the use of Dixon's Red Lead-Graphite Primer and Dixon's Silica-Graphite Paint.

Thanking you for the consideration you will give this matter, and asking that you kindly let us hear from you in the enclosed stamped envelope, we are.

Very truly yours,
JOSEPH DIXON CRUCIBLE COMPANY,
L. M. Stocking
MANAGER, PAINT SALES DEPARTMENT.

LMS:MF

Union Paint Co
1001 Park Blvd.

H. B. C

March 15, 1926

PR 1109

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Siletz Bridge, Oregon Project No. 110-D.

This estimate has been revised to eliminate the quantities on the trestle as requested by your letter of the 13th.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. W. DeSousa
Assistant Office Engineer.

JWD:AP
Encls.

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

March 12, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Attention: Mr. DeSouza

Receipt is acknowledged of revised estimate dated March 10, 1926, covering Oregon Federal Aid Project No. 110-D, Siletz-Bridge.

In checking over this estimate it is noted that the trestle covered by Project 110-B was included in the quantities of cedar piling, trestle superstructure and lumber. These quantities should not be included in 110-D as per conversation between Mr. DeSouza and Mr. Davis of March 1, also conversation between Mr. Rosecrans and Mr. Wright of February 25. Will you please send us corrected estimates for this project?

Will you also please send us two extra copies of the bridge specifications as we seem to be short two copies?

Very truly yours,

C. H. PURCELL, District Engineer,
By T. M. Davis

Enclosure

amc

Oregon State Highway Department — Project No. 110-B

ALLETZ BRIDGE ON THE ROOSEVELT COAST HIGHWAY

IN LINCOLN COUNTY

(Estimate as basis for Project Agreement. Based on Contract Prices.)

Salem, Oregon, March 19, 1926.

820 cu.yds	Excavation	$ 8.00	$ 6,560.00
80 cu.yds	Excavation below plans	10.00	800.00
4,000 lin.ft.	Foundation Piling	.40	1,600.00
~~6,000~~ 4,500 lin.ft.	Cedar Piling	.60	~~3,600.00~~ 2,700.00
2,800 lin.ft.	Concrete Piling	4.00	11,200.00
205 cu.yds	Class "B" Concrete	30.00	6,150.00
320 cu.yds	Class "A" Concrete	30.00	9,600.00
385 cu.yds	Seal Concrete	30.00	11,550.00
29,000 lin.ft.	Metal Reinforcement	.07	2,030.00
350,000 lin.ft.	Structural Steel	.08	28,000.00
~~615~~ 475 lin.ft.	Trestle Superstructure	20.00	~~12,300.00~~ 9,500.00
~~60~~ 45 M-FBM	Lumber	67.00	~~4,020.00~~ 3,015.00
30,000 lbs	Machinery	.33	9,900.00
	Sub-total		$ ~~104,530.00~~ 100,505.00
	10% Engr. & Cont.		~~10,432.00~~ 10,050.50
			$ ~~114,962.00~~ 110,555.50

Length of Project - 0.135 Miles
Cost per Mile - ~~$850,014.81~~ $818,929.62

State Funds Available	$ ~~45,990.00~~ 43,122.30	
Federal Aid Requested	~~68,972.00~~ 66,333.20	(60%)
	$ ~~114,962.00~~ 110,555.50	

March 10, 1926.

Union Bridge Company,
1001 Porter Building,
Portland, Oregon.

Gentlemen:

We are returning to you herewith four copies of the contract which was awarded to you by the Highway Commission for the construction of the bridge over the Siletz River near Kernville, for the reason that they have been signed for your company by only the vice-president.

It is one of our requirements that the secretary sign along with the president or vice-president. Will you, therefore, have the secretary of your company sign each copy as to agreement and bond and then return them all to this office for completion by the Highway Commission?

Thanking you, we are,

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:LM
Encls.

March 10, 1926.

110-D

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of Estimate as Basis for Project Agreement on the Siletz Bridge on the Roosevelt Coast Highway in Lincoln County, Oregon Project No. 110-D.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. W. DeSouza
Assistant Office Engineer

JWD:AP

Encls.

Oregon State Highway Department — Project No. 118-B

SILETZ BRIDGE ON THE ROOSEVELT COAST HIGHWAY

IN LINCOLN COUNTY

(Estimate as basis for Project Agreement. Based on Contract Prices.)

Salem, Oregon, March 10, 1926.

820 cu.yds	Excavation	$ 5.00	$ 4,100.00
80 cu.yds	Excavation below plans	10.00	800.00
4,000 lin.ft.	Foundation Piling	.40	1,600.00
2,300 lin.ft.	Cedar Piling	.60	1,380.00
2,800 lin.ft.	Concrete Piling	4.00	11,200.00
235 cu.yds	Class "B" Concrete	30.00	6,150.00
320 cu.yds	Class "A" Concrete	30.00	9,600.00
385 cu.yds	Seal Concrete	30.00	11,550.00
28,000 lin.ft.	Metal Reinforcement	.07	2,000.00
360,000 lin.ft.	Structural Steel	.08	28,800.00
610 lin.ft.	Trestle Superstructure	20.00	12,200.00
50 M-FBM	Lumber	67.00	3,350.00
30,000 lbs	Machinery	.33	9,900.00
		Sub-total	$ 104,320.00
		10% Engr. & Cont.	10,432.00
			$ 114,752.00

Length of Project - 0.135 Miles
Cost per Mile - $850,014.81

State Funds Available $ 45,900.00

Federal Aid Requested 68,851.20 (60%)

$ 114,752.00

DeSoto

BR 110 D

ESTIMATE OF QUANTITIES FOR SILETZ RIVER BRIDGE
ROCKY CREEK - SILETZ BAY SECTION
ROOSEVELT-COAST HIGHWAY

Excavation, 820 cu. yds. at	8.00	$6560.00	
Exc. below elev. shown 80 cu. yds. at	10.00	800.00	
Foundation piling, 4000 lin. ft. at	0.40	1600.00	
Cedar piling, 2300 lin. ft. at	0.60	1380.00	
Concrete piling 2800 lin. ft. at	4.00	11200.00	
Class B Concrete 205 cu. yds. at	30.00	6150.00	
Class A Concrete 320 cu. yds. at	30.00	9600.00	
Seal Concrete 385 cu. yds. at	30.00	11550.00	
Metal Reinforcement 29,000 lbs. at	0.07	2030.00	
Structural steel 350,000 lbs. at	0.08	28000.00	
Trestle superstructure 610 lin. ft. at	20.00	12200.00	
Lumber 50 M ft. B. M. at	67.00	3350.00	
Machinery 30,000 lbs. at	0.33	9900.00	$104,320.00

CONTRACT #875,

PR 129-A Wheeler Sec. 1926-1928

875

PR 129-A Wheeler Sec. 1926-1928

875

PR 129A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE _____
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

October 17, 1927.

OCT 19 1927

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose herewith one copy of the estimate which was used as the basis of the project agreement covering Oregon Federal aid project No. 129-A, Wheeler section of the Roosevelt Coast Highway.

Yours very truly,

C. H. PURCELL,
District Engineer,

By Caufield
Assoc. Highway Engineer.

FP 129A

Oregon State Highway Department — Project No. 129-A

WHEELER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN TILLAMOOK COUNTY

(Revised Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, January 22, 1927.

All required	Clearing and Grubbing			$ 1,000.00
9,000 cu.yds	Class "A" Excavation	.55		4,770.00
11,000 cu.yds	Class "B" Excavation	.65		7,150.00
12,000 cu.yds	Class "C" Excavation	.80		9,600.00
25,000 cu.yds	Class "D" Excavation	.54		7,820.00
120,000 yd.sta	Overhaul	.03		3,600.00
2,000 lin.ft	6" Furnas Drain Tile	.24		480.00
250 lin.ft	12" Concrete Pipe	1.10		275.00
225 lin.ft	36" Concrete Pipe	6.50		1,462.50
20 cu.yds	Class "A" Concrete	32.00		640.00
60 cu.yds	Rip Rap	3.50		210.00
200 cu.yds	Rock Backfill for Drains	2.50		500.00
8 M.FBM	Lumber and Timber for Flume	40.00		320.00
2,000 cu.yds	Base Course Surfacing	2.65		5,300.00
300 cu.yds	Top Course Surfacing	2.75		825.00
500 cu.yds	Filler	.50		250.00
70 cu.yds	Class "A" Concrete	35.00		2,450.00
7,000 lbs	Metal Reinforcement	.06		420.00
1,000 lin.ft	Timber Piling	1.10		1,100.00
		Sub-total		$ 48,220.00
		10% Engr. & Cont.		4,822.00
		Total		$ 53,108.00

Length of Project - 1.625 gross; 1.569 net

Cost per mile, net length $33,848.31

State Funds Available $23,806.93
Federal Aid Requested $29,301.07 ($18,675 per mi; 55.17261%)

State funds for construction - Chapter 175, Laws 1917; Chapter 31, Laws 1920
State funds for maintenance - Res. Aug. 17, 1917; Chapter 237, Laws 1917.

THESE UNIT PRICES ~~ARE~~ ARE NOT APPROVED
FOR FORCE ACCOUNT CONDITIONS
~~EXCEPT AS NOTED BY~~

9-15-27

PF, 129A
a4PR
2506

Form P. R. 2

State ..... Oregon .....

Project No. 129, Section A

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5813

Form P. R. 9

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of September, 1927

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of February, 1926, a project statement, which was approved by the Secretary on the 24th day of April, 1926, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 26th day of April 1926, and approved by the Secretary on the 11th day of October, 1927; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty-nine thousand, three hundred one and 07/100

dollars ($29,301.07) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Section A of

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 51, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count _____ of _____

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____

(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 1144+00 about ½ mile south of Wheeler, and survey station 1344 about 1 mile north of Wheeler, excepting therefrom the existing overhead crossing of the Southern Pacific Railroad between survey stations 1338+78.0 and 1338+91.2 terminal points, a distance of 1.362 miles, known locally as the Wheeler Section of the Roosevelt Coast Highway between Astoria and Hebo, Tillamook County, being Section A of Oregon Federal Aid Project No. 129.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

STRICKEN OUT

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(c) It is mutually agreed that the existing overhead crossing at survey station 1336+46 shall be subject to inspection and approval by the Secretary or his authorized agents, and that if in the judgment of the Secretary or his authorized agents, such structure requires repairs or reconstruction, it will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

(d) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such additional surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of twenty-nine thousand, three hundred one and 07/100 dollars, certified to the Secretary of the Treasury as above mentioned, being not more than 62.25 per cent of fifty-three thousand, one hundred eight and 00/100 dollars, the approved total estimated cost of Section A of said project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ (State or county) of _____ (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county) of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9. 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chap. 257, Laws of 1917.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—8518

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorising

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)

.....

*(b) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorising

.....
funds and probable amount annually available)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

.....
*(Strike out if not appropriate)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 11th day of October, 1927.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By T. B. Brandon
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

[SEAL]

By
Member, State Highway Commission
(Title of officer)

By .....
.....
(Title of officer)

By .....
.....
(Title of officer)

[SEAL]

R. H. Lewelling
ACTING Secretary of Agriculture.

STRICKEN OUT

EXECUTE AGREEMENTS WITH STATE HIGHWAY DEPARTMENT TO AUTHORITY OF HIGH

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 1264 about 1 mile north of Wheeler, and survey station 1264 about 1 mile south of Wheeler, excepting therefrom the existing overhead crossing of the Southern Pacific Railroad between survey stations 1235+96.0 and 1238+91.2, the Wheeler Section of the Roosevelt Coast Highway between Astoria and Tillamook, locally known as Tillamook County, Section A of 129 Oregon and designated in the records of this Department as Project No. Section A of, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 23,108.00 as the total estimated cost of said project, and the sum of $ 29,901.57 as the share of the United States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 11th day of October, one thousand nine hundred and twenty-seven, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
ACTING Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4930

HPH 200

PR#129A

August 31,1927

Lair & Company,
813 Oak Street,
Kelso, Washington.

Gentlemen:

Regarding your claim in the sum of $88.00 against Hauser Brothers for three hours' work with double crew making fill on the county road on the Barker Excavation and for the furnishing of 22 cubic yards of crushed rock:

Wish to say that this claim has been approved by Mr. Clarke, our Division Engineer, for payment by this department. I am handing the invoice to our Auditor today and am asking him to prepare the usual voucher to cover same. You will receive the state's warrant in due course.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

#875-290A
PR 1290A

March 9, 1937.

Hanson & Rowland, Inc.
Washington Building,
Tacoma, Washington.

Gentlemen:

In response to your inquiry of yesterday relative to the status of the Lair & Company contract No. 875 - Wheeler Section of the Roosevelt-Coast Highway in Tillamook County, we wish to advise that this contract was completed on December 15th, 1936.

We have no knowledge of any claims against this contract. The voucher for the final payment has gone to the Secretary of State and the warrant will doubtless within the next few days and final payment will be made. The amount of this final payment is $1,578.88. The total amount paid on the contract is $60,587.74 of which amount $1,578.87 was for forest account work.

Kindly advise if it is satisfactory to you to make final payment on this contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS *and* BURGLARY INSURANCE

Washington Building

TACOMA, WASH.

HANSEN & ROWLAND, INC.

PHONE MAIN 393

March 8th, 1927

Oregon State Highway Dept.
Salem, Oregon

Gentlemen:

Re: Bond #35342 - Lair & Company
Const. road Wheeler Section
Tillamook County, Oregon to
State of Oregon.

Will you kindly advise if the above contract and work has been accepted and if so the formal date of acceptance. Also if all claims have been fully satisfied.

Thanking you in advance for your kind service, we are,

#875-
Dec-15-1926 Comp.

Yours very truly,
HANSEN & ROWLAND, Inc.

By: L. Rakner
Surety Bond Department

LBR
Total paid $60,537.74
Force account $1,676.81
Final payment $1378.98

PR129A

I a were advised by the [redacted] Clerk of [redacted] on January 27th. that the claim had been paid by Lair & Company. The contractors also advised us at [redacted] on January 26th. I have no record of any other claims ever having been filed.

February 10, 1927.

The Metropolitan Casualty Ins. Co. of N.Y.
Hanson & Rowland, Inc., General Agents,
Tacoma, Washington.

Gentlemen:

Attention: Mr. A. Van R. Shermerhorn,
Manager, Surety Bond Department.

Replying to your inquiry of the 6th inst. concerning claims against Lair and Company in connection with their contract for the construction of the Wheeler Section of the Roosevelt Coast Highway in Tillamook County, Oregon, will say that we have no knowledge of any claims against this company other than was filed by the Tillamook County Court in the sum of $691.88. We were advised by the Tillamook County Court on January 7th of this year that Lair and Company had settled with them for this claim.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaiger,
Chief Clerk.

HBG:S

...y the ...ty Clerk of Tillamook County
...th they their ...laim had been paid by
...ompany. The contractors also advised us of
... on January 24th. I have no record of any other
claims ever having been filed.

...POLITAN
...URANCE Co.
...ORK
...74

...ENERAL AGENTS FOR WASHINGTON
...TACOMA

..., Washington
...ry 8th, 1927

Mr. Roy Klein
State Highway Engineer
State of Oregon
Salem, Oregon

Dear Sir:

Re: Bond 35342 - Lair & Company
Kelso, Washington

STATE OF OREGON FEB 10 1927

We are advised that claim has been filed against the above contract by the Tillamook County Court in the amount of $891.88.

We would appreciate your advising us if there are any other claims filed against this work and if this contract has how been completed.

Very truly yours,
HANSEN & ROWLAND, Inc.

By: A. Van R. Shermerhorn
A. Van R. Shermerhorn
Manager Surety Bond Dept.

AVRS:LBR

How about it?
AVRS

ANSWERED
H. B. G.

J. SCOFIELD ROWE, PRESIDENT

THE METROPOLITAN CASUALTY INSURANCE CO. OF NEW YORK

CHARTERED 1874

HANSEN & ROWLAND, INC., GENERAL AGENTS FOR WASHINGTON

SEATTLE — TACOMA

Tacoma, Washington
February 8th, 1927

Mr. Roy Klein
State Highway Engineer
State of Oregon
Salem, Oregon

Dear Sir:

Re: Bond 35342 - Lair & Company
Kelso, Washington

STATE ... FEB 10 1927

We are advised that claim has been filed against the above contract by the Tillamook County Court in the amount of $891.88.

We would appreciate your advising us if there are any other claims filed against this work and if this contract has now been completed.

Very truly yours,

HANSEN & ROWLAND, Inc.

By: A. Van R. Shermerhorn
A. Van R. Shermerhorn
Manager Surety Bond Dept.

AVRS:LBR

How about it?

AVRS

ANSWERED
H. B. G.

...rvice Engineer

Oregon State Highway .../AP

Encls.

January 25, 1927.

PR 120-A

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 5900,
Portland, Oregon.

Dear Sir:

In accordance with your letter of the 12th inst., we are enclosing herewith six copies of revised estimate as basis for project agreement on the Wheeler Section, Oregon Project 120-A.

Four blue print sets of drawings covering the 4' x 4' and 3' x 3' box culverts are today going forward to you under separate cover.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeCouza/AP

Encls.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1
POST OFFICE BUILDING
PORTLAND, OREG.

Oregon State Highway Department — Project No. 129-A

WECKLER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN TILLAMOOK COUNTY

(Revised Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, January 21, 1927.

All required	Clearing and Grubbing			$ 1,000.00
9,000 cu.yds	Class "A" Excavation	.55		4,770.00
11,000 cu.yds	Class "B" Excavation	.65		7,150.00
12,000 cu.yds	Class "C" Excavation	.80		9,600.00
25,000 cu.yds	Class "D" Excavation	.84		7,000.00
120,000 yd.sta	Overhaul	.05		5,000.00
2,000 lin.ft	6" Porous Drain Tile	.24		480.00
250 lin.ft	12" Concrete Pipe	1.10		275.00
270 lin.ft	36" Concrete Pipe	5.50		1,430.00
20 cu.yds	Class "C" Concrete	32.00		640.00
60 cu.yds	Rip Rap	3.50		210.00
200 cu.yds	Rock Backfill for Drains	2.80		560.00
M ft.BM	Lumber and Timber for Flume	40.00		320.00
2,000 cu.yds	Base Course Surfacing	2.65		5,300.00
300 cu.yds	Top Course Surfacing	2.75		825.00
800 cu.yds	Filler	.50		400.00
70 cu.yds	Class "A" Concrete	35.00		2,450.00
7,000 lbs	Metal Reinforcement	.08		560.00
1,000 lin.ft	Timber Piling	1.10		1,100.00
		Sub-total		$ 48,260.00
		10% Engr. & Cont.		4,826.00
		Total		$ 53,086.00

Length of Project - 1.625 gross; 1.569 net

Cost per mile, net length $33,848.31

State Funds Available $23,806.93
Federal Aid Requested $29,301.07 ($18,675 per mi; 55.17261%)

State funds for construction - Chapter 175, Laws 1917; Chapter 81, Laws 1920
State funds for maintenance - Res. Aug. 17, 1917; Chapter 237, Laws 1917.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

POST OFFICE BUILDING
PORTLAND, OREG.

January 12, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Receipt is acknowledged of your letter of January 11th relative to increase in the amounts of Federal aid on Oregon Projects.

In your reference to Wheeler Section, Federal Aid Project 129-A, it is noted you have figured Federal Aid allowable on the assumption that bridges of over 20-ft. span are included in the project. While the contract was awarded on the basis of using trestles, these have been eliminated during construction and box culverts substituted, as covered under the alternate bid. Therefore it is evident that the Federal aid must be based on the maximum of $18,675.00 per mile, or $29,301.07 for this project.

In checking this project we find that plans for these culverts have not been received, and it is requested that they be furnished as soon as convenient.

Inasmuch as the agreement covering this project has been held, awaiting clearing of right-of-way matters, it is suggested that a revised estimate be submitted to include the items for culverts, and eliminating the pile trestles.

Very truly yours,

C. H. Purcell
District Engineer

By _____
Associate Highway Engineer.

January 12, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Receipt is acknowledged of your letter of January 11th relative to increase in the amounts of Federal aid on Oregon Projects.

In your reference to Wheeler Section, Federal Aid Project 129-A, it is noted you have figured Federal Aid allowable on the assumption that bridges of over 20-ft. span are included in the project. While the contract was awarded on the basis of using trestles, these have been eliminated during construction and box culverts substituted, as covered under the alternate bid. Therefore it is evident that the Federal aid must be based on the maximum of $18,675.00 per mile, or $23,301.07 for this project.

In checking this project we find that plans for these culverts have not been received, and it is requested that they be furnished as soon as convenient.

Inasmuch as the agreement covering this project has been held, awaiting clearing of right-of-way matters, it is suggested that a revised estimate be submitted to include the items for culverts, and eliminating the pile trestles.

Very truly yours,

C. H. Purcell
District Engineer

By T H Davis
Associate Highway Engineer.

#895-290a

PP 129A

RICHARD LINDBERG

CHAS. F. A. LAIR

LAIR & COMPANY

GENERAL CONTRACTORS

P.O. Box [illegible]

111 OAK STREET
KELSO, WASHINGTON

Jan 24, 1927.

State Highway Commission,
Salem, Oregon.

Gentlemen: Attention Mr H. B. Glaisyer:

In regard to the claim of Tillamook County for rock, wish to state that this account had been taken care of. The statement which we received, directed all payments to be made to the County Treasurer, which we did.

In some way there seems to be no co-operation between the two departments. We are writing the County Clerk today in regard to this claim.

Yours very truly,
Lair & Company,
By Chas F A Lair

NOTED
[illegible]

#875-270a

PR 129A

January 19, 1927.

The Metropolitan Casualty Insurance Co.
Shanan and Rowland Ins. Agents,
1504 Yeon Building,
Portland, Oregon.

Gentlemen:

This is to inform you that we have today received a notice of a claim from the Tillamook County Court against Lair & Company in the sum of $991.60 for work furnished Lair and Company in connection with their contract for grading of the Wheeler Section of the Roosevelt Coast Highway in Tillamook County.

This notice is given you as you appear as surety on the bond furnished by Lair & Company in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. H. Grainger,
Clerk.

HHG:B

January 19, 1927.

Tillamook County Court,
Tillamook, Oregon.

Gentlemen:

This is to acknowledge receipt of your statement in the sum of $891.86 against Lair & Company for rock furnished them in connection with their contract for grading the Wheeler Section of the Roosevelt Coast Highway in Tillamook County.

In accordance with our usual practice we have today sent a notice of this claim to the contractors and surety on their bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S

January 19, 1927

Lair & Company,
111 Oak Street,
Kelso, Washington.

Gentlemen:

This is to inform you that we have today received a statement from the Tillamook County Court advising us of their claim against you in the sum of $991.88 for rock furnished you in connection with your contract for the grading of the Wheeler Section of the Roosevelt Coast Highway in Tillamook County.

Your early attention to this matter is requested.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

E. B. Olmsted,
Chief Clerk.

EBO:B

State House

29PA

To note in connection with final estimate of Lair & Co.

W.D.C.

...UNTY

Tillamook, Oregon, Jan. 12, 1927

To- Tillamook County, Dr.

To 3567½ Cubic Yards Rock @ 25¢ $891.88

NOTED
W. D. CLARKE

#973

Copies to
Lair & Co.
Oregon State Highway Commission.

The ... of ... January 14th, 1927.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gleiseyer,
Chief Clerk.

Dict. by J. McFarland.

29PA

"Land of Trees, Cheese and Ocean Breeze"

TILLAMOOK COUNTY

Office of
H. S. BRIMHALL
County Clerk

Tillamook, Oregon, Jan. 12, 1927

Lair & Company,
111 Oak St.,
Kelso, Washington.

To- Tillamook County, Dr.

To 3567½ Cubic Yards Rock @ 25¢	$891.88	NOTED W. D. CLARKE

#973

Copies to
Lair & Co.
Oregon State Highway Commission.

The [illegible]

[illegible] on or after January 14th, 1927.

Kindly acknowledge receipt of this letter.

NOTED

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

M. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#875-1924

PP120A

January 4, 1927.

The Metropolitan Casualty Insurance Co. of New York,
Hansen & Rowland, Ins. Agents,
1506 Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Lulr & Company on contract No. 676 for the construction of the Wheeler Section of the Roosevelt-Coast Highway in Tillamook County. This payment will be made on or after January 14th, 1927.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Gislayer,
Chief Clerk.

Dict. by J. McFarland.

PR 129H

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date December 20 1926

Job Name Wheeler Section

Week from 12/6 to 12/11

Mail Address Rockaway, Oregon

Highway Roosevelt Coast

Telegraph or Telephone Address Same

County Tillamook Job Prefix 29 PA

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

All work is completed and the state has taken over th maintenance of this section.

The party are spending all spare time on the final estimate for this section and will have it completed about January 1. 1927.

Final Report.

NOTED
W. D. CLARKE

RECEIVED
DEC 1926
OFFICE OF

(See back of this sheet for instructions and detailed information.)

Signed L. L. Gray

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

P.R.
129-A

August 25, 1926.

Mr. G. S. Gray,
Resident Engineer,
Seaside, Oregon.

Dear Sir:

In order that we may have the information necessary to prepare our job cost statements, it is our practice to require a separate extra work order for each separate piece of extra work. It is noted that extra work order No. 1 recently submitted by you in connection with the Lair contract for the grading of the Wheeler Section covers what appears to us to be four quite separate and distinct pieces of extra work. We have therefore assigned a separate order number for each of these four pieces of work, and have indicated the respective order numbers upon the extra work order submitted, copy of which is being returned herewith.

We are also returning herewith the payrolls which cover the work performed under these extra work orders, and we request that you kindly make a distribution of same over the four orders above referred to.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

CC Mr. W. D. Clarke
Office.

009 1292

August 15, 1926.

Hansen & Rowland, Inc.
Tacoma, Washington.

Attention Surety Bond Dept.

Gentlemen:

In response to your inquiry of August 10th relative to the Lair & Company contract No. 875 - Wheeler Section in Tillamook County please be advised that this contract was 40% complete on July 15th. The totla amount paid the contractors to that date was $18,322.55, the retained percentage is $3,253.55. The completion date of this contract is September 30th, 1926.

We have no knowledge of claims having been filed against this work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. Rowland.

#875-
Tillamook Co

J SCOFIELD ROWE, PRESIDENT

THE METROPOLITAN CASUALTY INSURANCE CO.
OF NEW YORK

CHARTERED 1874

HANSEN & ROWLAND, INC., GENERAL AGENTS FOR WASHINGTON
SEATTLE – TACOMA

Tacoma, Washington
August 10, 1926

State Highway Engineer,
SALEM, Oregon

Dear Sir:

Re: Bond #35342 - Lair & Company to State of Oregon
Const. Road Wheeler Section Tillamook Co, Oregon

Kindly advise us if the above contract has been completed and accepted and the date of acceptance. Please let us have a list of any unpaid claims pending on this contract.

Thanking you, we are.

Yours very truly,

HANSEN & ROWLAND, INC

Surety Bond Department

BD. By B.J.S.

L-2.

No claims
Sept. 20-1926
Paid to July 15- $18322.55
Retained - $3.233.39
4070 completion July 15-1926

HOMER MANN, County Judge
H. O. RICHARDS, County Commissioner
S. G. REED, County Commissioner
H. H. KIMBALL, County Clerk
JOHN WOCHIM, County Sheriff
E. S. MANN, County Assessor

Tillamook County

TILLAMOOK, OREGON

OFFICE OF CLERK

C. W. BARRICK, District Attorney
GEO. B. LAMB, County School Supt.
W. S. COATES, County Surveyor
KATHLEEN MILLS, County Treasurer
ROY H. KENEFIC, County Coroner

RECEIVED
JUL 15 1926
OREGON
STATE HIGHWAY COMMISSION

PR# 1294

July 14, 1926.

Oregon State Highway Commission
Salem, Oregon.

Gentlemen:

In response to your letter of the 13th inst., in which you request the return of the Voucher of Lair & Co, Contractors, in the amount of One Thousand seven hundred and 44/100 ($1700.44) I am inclosing herewith such Voucher.

The matter of the manner of paying Tillamook County's share of the cost of construction of the Roosevelt Highway in this County, will be taken up with the Court at their first meeting, and you will then be advised at once regarding their view of the matter.

Very truly yours,

H. H. Kimball

County Clerk.

HSB:ID
Inc.

H. B. Gleiger,
Chief Clerk.

hbg/w

enclosure

09292

July 13, 1926.

County Court of Tillamook County,
Tillamook, Oregon.

Gentlemen:

Herewith enclosed please find one copy of the contract which was awarded to Lair & Company, for the grading and surfacing of the Wheeler Section of the Roosevelt Coast Highway, and also one copy of the contract which was awarded to the Portland Bridge Company for the construction of a bridge over the South Fork of the Nehalem River near Mohler, State Highway contracts Nos. 875 and 899, respectively.

These copies are for your records and files as you are cooperating in the payment of these two projects.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

Tillamook County

TILLAMOOK, OREGON

OFFICE OF CLERK

C. W. BARRICK, District Attorney
GEO. B. [illegible], County School Supt.
W. S. COATES, County Surveyor
KATHLEEN MILLS, County Treasurer
ROY H. KENNEL, County [illegible]

[illegible] Commissioner
[illegible] Commissioner
[illegible], County Clerk
[illegible], County Sheriff
[illegible], County Assessor

RECEIVED
JUL 15 1926
OREGON
STATE H

July 14, 1926.

Oregon State Highway Commission
Salem, Oregon.

Gentlemen:

This will acknowledge receipt of your letter of July 13, with inclosure of copy of Contract, which was awarded to Lair & Co., for grading and surfacing of the Wheeler Section of the Roosevelt Coast Highway, and also copy of the contract, which was awarded to the Portland Bridge Co. for the construction of a bridge over the South Fork of the Nehalem River near Mohler, Oregon.

Very truly yours,

Thank you.

H. S. Grimhall.

County Clerk.

HSB:ID

By

S. K. Probert
Office Engineer.

SKP:AF

PR# 129-A

July 6, 1926.

Lair & Co.,
Kelso, Washington.

Gentlemen:

We recently sent to you a voucher in the amount of $1,700.44 drawn on the County of Tillamook, this voucher covering a part of the first payment in connection with your contract for the grading of the Wheeler Section of the Roosevelt Coast Highway. We are advised by the County Judge of Tillamook County that you have presented this voucher to the County for payment.

The County Judge now advises us that the County would prefer to make its payments to the State, and to have the State make the payments to you. In accordance with his wishes, we will therefore in the future, make our monthly payments to you on state vouchers, and we are enclosing herewith, state voucher covering the $1,700.44, which it was originally planned to be paid to you by the County. Please execute this voucher and return it to us for payment.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

PR#
1-19-A

June 23, 1926.

Lair & Co.,
Box 433,
Enloe, Washington.

Gentlemen:

We are sending to you herewith voucher in the amount of $1,700.44 drawn in your favor against the County of Tillamook. This voucher is for one-third of the amount due you under estimate number 1 in connection with your contract for the grading and surfacing of the Wheeler Section of the Roosevelt Coast Highway. After it has been executed by you it should be presented to the county clerk of Tillamook county at Tillamook, Oregon for payment.

The remaining $2,550.66 due under estimate number 1 will be paid by the State. The voucher covering this state payment has been prepared, and is being held for signature by the State Highway Commissioners. These signatures will be obtained at the meeting of the Highway Commission to be held on June 24, and 25. Immediately thereafter the voucher will be forwarded to you for execution, following which it should be returned to us for payment. Detailed estimate sheets will accompany the state voucher.

Each of the monthly payments in connection with your contract will be made in the same manner as above described, one-third being paid by Tillamook County, and one-third be the State.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

Form 10—2145—426—6-25.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 21, 1926

Job Name Wheeler Section

Week from May 10 to May 15, 26.

Mail Address Seaside, Oregon.

Highway Roosevelt Coast

Telegraph or Telephone Address Same

County Tillamook Job Prefix 29 1A

Express and Freight Address Same

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Good progress is being made with the clearing under unfavorable weather conditions.

The contractor has rented a 3/4 cu. yd. gasoline shovel from the United Contracting Company. The shovel arrived the 14th. Digging operations will be begun at Station 1320.

MAY 23 1926

NOTED
W. D. CLARKE

(See back of this sheet for instructions and detailed information.)

Signed G. L. Gray

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading on project 1.6

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces 0.6

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party 4

Contractor's average force for week 8 men,

..... teams, ... steam shovels

Grading work will be completed about Sept 30 '26

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 29 PA ..... Percentage 30

Other jobs 411R ..... Percentage 60

Other jobs 4 PC-1 ..... Percentage 10

Other jobs ..... Percentage .....

129-A

Bureau of Public Roads,
New Post Office Building
Portland, Oregon.

Gentlemen:

Reference is made to Mr. Morris' telephone call this afternoon relative to the Wheeler Section, Oregon Project No. 129-A.

Four blue print copies of our drawing No. 3063 covering our standard pile trestle are today being sent to you by the Bridge Department.

A mimeographed copy of our tabulation of bids received on April 29, is enclosed herewith. This shows the award on the Wheeler Section as being still pending, but the award has been made since these sheets were prepared.

Six copies of the estimate as basis for project agreement are enclosed herewith.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

Oregon State Highway Department — Project No. 128-A

WHEELER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN TILLAMOOK COUNTY

(Estimate as basis for Project Agreement. Based on Contract Prices.)

Salem, Oregon, May 11, 1926.

All Required	Clearing and Grubbing			$ 1,000.00
3,000 cu.yds	Class "A" Excavation	.53		4,770.00
11,000 cu.yds	" "B" "	.65		7,150.00
12,000 cu.yds	" "C" "	.80		9,600.00
23,000 cu.yds	" "D" "	.54		7,200.00
180,000 yds.sta.	Overhaul	.05		9,000.00
2,000 lin.ft.	6" Perous Drain Tile	1.20		2400.00
200 lin.ft	12"Concrete Pipe	1.10		275.00
230 lin.ft	36" " "	6.00		1,380.00
20 cu.yds	Class "C" Concrete	22.00		440.00
60 cu.yds	Rip Rap	5.00		300.00
200 cu.yds	Rock Backfill for Drains	2.50		500.00
8 M.FBM	Lumber and Timber for Flumes	40.00		320.00
2,000 cu.yds	Base Course Surfacing	2.65		5,300.00
300 cu.yds	Top " "	2.75		825.00
800 cu.yds	Filler	.50		400.00
Bridges over 20'				
34 M.FBM	Lumber and Timber	50.00		1,700.00
1,000 lin.ft.	Timber Piling	1.20		1,200.00
		Sub-total		$ 47,670.00
		10% Engr. & Cont.		4,707.00
		Total		$ 51,777.00

Length of Project 1.621 gross 1.569 net.
Cost per mile - net length, incl. Br. $33,000.00
Cost per mile - net length, excl. Br. $30,966.85

State Funds Available - $20,710.80
Federal Aid Requested - $31,066.20 (60 %)

$ 51,777.00

Maximum Legal F.A.

1.569 mi. @ $18,675 - $29,301.67
$4,190 @ 62/25% - 2,606.27

$31,908.54

Copy

09 1292

May 6th, 1926.

Mr. A. J. Ketchum,
Box 51,
Bay City, Oregon.

Dear Sir:

In reply to your letter of the 3rd instant, will say that Lair & Company of Kelso, Washington, were awarded the contract for the Wheeler Section of the Roosevelt Coast Highway in Tillamook County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

5 — 3. = 1926.

Bay City Ore. Rot 51
Tillamook Co.

Mr Roy A Klein.
State Highway Engineer.
Salem Ore.

will you Please send me name of contractor who received the contract from Garibaldi. Crossing Through Tolleder. in Tillamook county.

Respt Your.

A. J. Ketchum.

OG 1292

May 4, 1926.

Members of the Highway Commission.

Gentlemen:

As instructed, I have made several inquiries about the responsibility of Lair & Company of Kalso, Washington, who are the low bidders on the Wheeler Section of the Roosevelt Coast Highway, 1.65 miles of grading and surfacing, which was advertised at the meeting of April 29th.

This company gave several engineers as references, and on inquiry they all think the firm is responsible and will be able to carry out its contract. The company also furnished a bank reference at the Longview National Bank. Messrs. Hansen & Rowland of Portland, agents for the Metropolitan Casualty Insurance Company of New York, advised that they had previously written bonds for Lair & Company and would write the bond in the present instance. Under these circumstances, I notified Lair & Company of the award of this contract to them.

Very truly yours,

State Highway Engineer.

BAK:HI

May 4, 1926.

PR129a

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Reference is made to the matter of encroachment on the railroad right of way on the Wheeler Section, Oregon Project No. 129-A.

Upon investigation we have found that there is very little encroachment upon the railroad right of way at the place in question, as the new alignment is laid upon the right of way of an existing county road. However, the question of such encroachments as may exist is now in negotiation with the railroad company, and we feel assured that the matter will be satisfactorily adjusted. It probably will be a matter of sixty or ninety days before the final easements are secured, and at that time, copy of the necessary papers will be sent to you.

We trust that this will be satisfactory.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP

CLASS OF SERVICE DESIRED

TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT. GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM ORE MAY 3 1926

LAIR & CO
111 [illegible] ST
[illegible] WASH

AWARDING YOU CONTRACT WHEELER SECTION ROOSEVELT HIGHWAY ON BASIS OF YOUR BID APRIL TWENTY NINTH STOP DECISION ON TIMBER TRESTLES AND CONCRETE BOX CULVERT ALTERNATES WILL BE MADE LATER STOP YOU MAY START AT ONCE AND CONTRACT FORMS WILL FOLLOW SOON

OREGON STATE HIGHWAY COMMISSION

good enough for surfacing, in the cut.

We are pleased to refer you to the following:-
The Longview National Bank, Longview, Washington.
Mr W. A. Schwarz, County Engineer of Clark County, Wash., under whom, we built the Brush Prairie- Hockinson Road, Permanant Highway No 10.
Mr Geo McGee, City Engineer of Vernonia, Ore.,
Street Grading, Surfacing, Curbs and Sidewalk, and Sewers.
Mr L. J. Van Orshoven, St Helens, Ore.,
Street Grading and Surfacing, Rainier, Oregon.

TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise the character is indicated by the symbol appearing after the check.

WESTERN UNION

TELEGRAM

DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise the character is indicated by the symbol appearing after the check.

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

RECEIVED AT 437 STATE ST., SALEM, ORE.

68PR BU 12 COLLECT

VERNON-IA ORG 125P MAY 1 1926

ROY A KLEIN

C-68 STATE HIGHWAY ENGINEER SALEM ORG

I BELIEVE THAT LAIR AND COMPANY CAN HANDLE THE JOB SATISFACTORILY

GEORGE MCGEE

139P

[illegible] good enough for surfacing, in the cut.

We are pleased to refer you to the following:-
The Longview National Bank, Longview, Washington.
Mr W. A. Schwarz, County Engineer of Clark County, Wash., under whom, we built the Brush Prairie- Hockinson Road, Permanant Highway No 10.
Mr Geo McGee, City Engineer of Vernonia, Ore.,
Street Grading, Surfacing, Curbs and Sidewalk, and Sewers.
Mr L. J. Van Orshoven, St Helens, Ore.,
Street Grading and Surfacing, Rainier, Oregon.

Telegram	
Day Letter	X
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF
WESTERN UNION TELEGRAM

SALEM ORE MAY 1, 1926

GEO McGEE
CITY ENGINEER
VERNONIA OREGON

LAIR AND COMPANY HAVE SUBMITTED LOW BID ON FIFTY THOUSAND DOLLAR GRADING JOB IN TILLAMOOK COUNTY AND GIVE YOUR NAME AS REFERENCE STOP DO YOU THINK THEY CAN HANDLE SUCH A JOB SATISFACTORILY STOP REPLY BY WIRE COLLECT REQUESTED

ROY A KLEIN

...might be some question, as to the quantity of material ... good enough for surfacing, in the cut.

We are pleased to refer you to the following:-
The Longview National Bank, Longview, Washington.
Mr W. A. Schwarz, County Engineer of Clark County, Wash., under whom, we built the Brush Prairie- Hockinson Road, Permanent Highway No 10.
Mr Geo McGee, City Engineer of Vernonia, Ore.,
Street Grading, Surfacing, Curbs and Sidewalk, and Sewers.
Mr L. J. Van Orshoven, St Helens, Ore.,
Street Grading and Surfacing, Rainier, Oregon.

LAIR & COMPANY

GENERAL CONTRACTORS

P.O. Box 483

111 OAK STREET
KELSO, WASHINGTON

April 30, 1926.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

In reference to the Wheeler Section of the Roosevelt Coast Highway, on which we are the low bidders, wish to say, that we are prepared to place on this work, a Bucyrus Shovel, with sufficient trucks to keep it busy at all times. We also have available a P & H Drag Line, that we can put on the work if necessary. We have been informed that the County of Tillamook, has a Shovel that they might be glad to rent for a short time, should this be the case we thought it might be advisable to put it on the work, rather than ship an extra outfit.

We expect to work two of the Units at the same time, and should it meet with the approval of the Engineer in charge, would probably start on Unit A, and C. Should this not fit in with his plans, Unit C and D could be started while A and B, are being cleaned up ready for work, as there are some buildings to be removed.

We have planned to use the County Quarry, for two reasons, 1st, the setting up of a crusher at the Rock Cut, will be in the way of finishing up the grading, and 2nd, it might be some question, as to the quantity of material good enough for surfacing, in the cut.

We are pleased to refer you to the following:-
The Longview National Bank, Longview, Washington.
Mr W. A. Schwarz, County Engineer of Clark County, Wash., under whom, we built the Brush Prairie- Hockinson Road, Permanant Highway No 10.
Mr Geo McGee, City Engineer of Vernonia, Ore.,
Street Grading, Surfacing, Curbs and Sidewalk, and Sewers.
Mr L. J. Van Orshoven, St Helens, Ore.,
Street Grading and Surfacing, Rainier, Oregon.

LAIR & COMPANY

GENERAL CONTRACTORS

P.O. Box 468

111 OAK STREET
KELSO, WASHINGTON

Mr Geo H. Norris, City Engineer, Kelso, Washington.
Mr R. J. Hoyt, United Contracting Co., Portland, Ore.
Mr J. I. Overman, Feenaughty Machinery Co.,
Portland, Oregon.

We appreciate your suggestion, in regard to the rainy weather in the Tillamook Section, and will make every effort to rush the work to completion.

We thank you very much for your consideration in the matter.

Yours very truly,

Lair & Company,

By Chas. A. Lair

Norris says Lair OK by phone 4-30-26 RMK
Vandercook " Lair OK " " 4-30-26.

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

April 27, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans for Oregon 129-A, Wheeler Section of the Roosevelt Highway, have been reviewed.

It is noted that the summary of quantities, Sheet 2 of plans, does not include surfacing quantities.

No plans for box culverts or pile trestles were submitted.

The stationing for the equation at the south end of the Wheeler over-crossing is not given on the plan.

It is noted that alternate bids are to be received for pile trestle and concrete box culverts. This may lead to some complication if the award is made for other than the low bid.

One set of plans should be submitted for the existing over-crossing, a non-participating structure.

When the estimate is submitted the length of the over-crossing should be deducted in computing the net length.

It will be necessary to make proper showing as to right-of-way or easement from the Railroad Company covering the encroachment near the north end of the projec

Very truly yours,

C. H. Purcell
District Engineer.

April 30, 1928

FR 129-A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

We are today sending to you four blue print sets of plans for the Wheeler Section, Oregon Project No. 129-A. These plans have been revised in accordance with your letter of the 27th inst.

The matter of one set of plans for the existing overcrossing near Wheeler has been taken up with the Bridge Department, and the information will be submitted to you when it can be secured from the field.

At the present time we have no data in this office relative to encroachment on the railroad right of way near the north end of the project. This matter will be taken up with Mr. Clarke, and you will be advised of the conditions as soon as we have any definite information.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dict by J.W.DeSouza/AP

April 28, 1926.

FR 128-A

Bureau of Public Roads,
New Post Office Building.

Gentlemen:

Herewith we are enclosing six copies of estimate of cost and six copies of unit price analysis on the surfacing, to accompany the plans on the Wheeler Section, Oregon Project No. 128-A.

Very truly yours.

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dicty by J. W. DeSouza/AP

Encls.

Oregon State Highway Department — Project No. 129-A

WESTERN SECTION OF THE ROOSEVELT COAST HIGHWAY IN TILLAMOOK COUNTY

Salem, Oregon, April 27, 1928.

ANALYSIS OF ESTIMATED SURFACING PRICE

Royalty & Plant Rent	$ .25
Quarrying	.70
Crushing & Screening	.30
Hauling (6 Mi. @ 20¢)	1.20
Placing & Finishing	.20
Superintendence & Overhead	.25
	$ 2.90
15% Profit	.45
	$ 3.35

(20¢ differential between base & top.)

Oregon State Highway Department — Project No. 128-A

WHEELER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN TILLAMOOK COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, April 27, 1926.

All Required	Clearing and Grubbing			$ 2,500.00
9,000 cu.yds	Class "A" Excavation	.50		4,500.00
11,000 cu.yds	Class "B" Excavation	.60		6,600.00
12,000 cu.yds	Class "C" Excavation	1.00		12,000.00
23,000 cu.yds	Class "D" Excavation	.50		11,500.00
120,000 yd.sta	Overhaul	.05		6,000.00
2,000 lin.ft.	6" Perous Drain Tile	.30		600.00
350 lin.ft.	12" Concrete Pipe	2.00		700.00
220 lin.ft.	36" Concrete Pipe	7.50		1,650.00
20 cu.yds	Class "C" Concrete	.25		000.00
60 cu.yds	Rip Rap	2.50		150.00
200 cu.yds	Rock Backfill for Drains	3.00		600.00
8 M-FBM	Lumber and Timber for Sewer	50.00		400.00
2,000 cu.yds	Base Course Surfacing	3.25		6,500.00
300 cu.yds	Top Course Surfacing	3.45		1,035.00
500 cu.yds	Filler	.50		250.00
54 M-FBM	Lumber & Timber in Trestles	50.00		Alternate
1,000 lin.ft.	Timber Piling in Trestles	1.00		"
70 cu.yds	Class "A" Concrete in Box Culverts	30.00		2,100.00
7,000 lbs	Metal Reinforcement in Box Culverts	.07		490.00
1,000 lin.ft.	Timber Piling in Box Culverts	1.00		1,000.00
			Sub-total (Box Culvert)	$58,575.00
			10% Engr. & Cont.	5,887.50
			Total	$ 64,762.50

Length of Project 1.63 Miles
Cost per Mile $ 39,731.59

State Funds Available	$ 34,322.25	
Federal Aid Requested	30,440.25	(47.0023% - $18,675 per mi)
	$ 64,762.50	

CONTRACT#883,

SEE:

CONTRACT#811

883 SEE: Contract 811

CONTRACT #887,

SEE

CONTRACT #762,

887 SEE: Contract 762

CONTRACT #888,

SEE:

CONTRACT #837,

888 SEE: Contract 837

CONTRACT #889,

PR 129-B Bridge over South Fork 1926-1929
of Nehalem River near Mohler

389

1270

November 14, 1938

Mr. Michael F. MacLeod

Mohler, Oregon

Dear Sir:

The right of way for the bridge over the South Fork of the Nehalem River near Mohler was presumed to have been purchased by Tillamook County. You will have to look to them in case of any errors or omissions.

Very truly yours,

State Highway Engineer

RHB:HI

CABINS + [illegible]ING + BOAT + FISHING

MOHLER PARK

M. F. or A. E. MacLeod

MODERN COTTAGES, $1.00 DAY UP

PHONE 18X151

MOHLER, OREGON

RECEIVED
NOV 7 1935
OREGON

Nov 5 1935

Oregon State Highway Comm.
Salem Oregon

Gentlemen:-

While we were absence from the State of Oregon for eleven years the State Highway built a new bridge over the South fork of the Nehalem river near Mohler, right along our property. From the best information that we could obtain they took about 10 to 15 feet of our property as well as dumped logs on our property while clearing the new rightway.

Will you please look in this matter and advise me if I am have any consideration comming. I will appreciate same.

Thanking you in advance I am

Yours very truly
Michael F MacLeod.

August 27, 1927

PR 128-B

Mr. C. H. Purcell
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

Reference is made to your letter of the 22th inst., relative to final voucher on the Nehalem River Bridge, Oregon Project 128-B.

Four copies of certificate relative to the collection of liquidated damages are enclosed herewith.

With reference to the item of pile cut-off, we beg to advise that the quantity of 956.2 lineal feet is a typographical error as it should have been 966.2 lineal feet. This may be checked by reference to the final voucher submitted with the project. The extension of $185.96 is therefore correct.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeYoung/AP

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

August 25, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Referring to final voucher for Oregon Federal aid project No. 129-B, Nehalem River bridge on Roosevelt Coast Highway, attention is called to an item under "Engineering", 958.2 lin.ft. piling cut-off @ $0.19, which is extended as 183.96. While this is in error, the correct amount being 182.05, the voucher may be passed for payment as Federal aid is now involved.

Should have been 968.2

However, before this voucher is forwarded for payment, it will be necessary to have a certificate from you to the effect that no liquidated damages have been collected on account of the contract exceeding the time limit.

Yours very truly,

C. H. PURCELL,
District Engineer,

By [signature]
Assoc. Highway Engineer.

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1.

PR 129-B

IN YOUR REPLY PLEASE
REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, OREG.

March 9, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project No. 129-B, Nehalem River bridge on the Roosevelt Coast Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL,
District Engineer,

By J. Canfield
Assoc. Highway Engineer.

ED TE ICU UR Aug 28 1919

Form P. R. 2

State Oregon

Project No. 129, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of January, 1927

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 2nd day of February, 1926, a project statement, which was approved by the Secretary on the 9th day of April, 1926, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 24th day of May 1926, and approved by the Secretary on the 21st day of February, 1927; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty-six thousand, fifty and 20/100

dollars ($26,050.20) as the share of the United States payable under said act on account of said project, which does not exceed 62.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department)

*(c) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(d) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following bridge, as described in detail in said surveys, plans, and specifications:

Bridge over south fork of Nehalem River near Mohler, between survey stations 1408+70 and 1411+83.82 in the N.W.¼ Sec. 36, T. 3 N., R. 10 W., Willamette Meridian, on the Roosevelt Coast Highway between Astoria and Nehe, Tillamook County, being Section B of Oregon Federal Aid Project No. 129.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of Section B of said project shall not in any event exceed (*a*) the said sum of twenty-six thousand, fifty and 20/100 dollars, certified to the Secretary of the Treasury as aforementioned, being less than 62.25 per cent of forty-three thousand, four hundred seventeen and 00/100 Section B of dollars, the approved total estimated cost of said project, nor (*b*) the said percentage of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county) of ..... (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ **18,675.00** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 17, 1917, Chapter 237, Laws of 1917.** (Include reference to statute authorizing funds and probable amount annually available)

.....

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 21st day of February, 1927.

STATE HIGHWAY COMMISSION OF OREGON
(Corporate name of Highway Department)

By W. H. Luby
Chairman, State Highway Commission
(Title of officer)

By .....
Member, State Highway Commission
(Title of officer)

[SEAL]

By W. H. Malone
Member, State Highway Commission
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL]

P. M. Dunlap
ACTING Secretary of Agriculture.

GWS

STATE HIGHWAY DEPARTMENT PROJECT NO. 112

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a ~~road between~~ bridge over south fork of Nehalem River near Mohler, between survey stations 1408+70 and 1411+83.82 in the N.W.¼ Sec. 36, T. 3 N., R. 10 W., Willamette Meridian, on the Roosevelt Coast Highway between Astoria and Nebo, Tillamook County,

~~locality~~

and designated in the records of this Department as Section B of Project No. 122, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $43,417.00 as the total estimated cost of Section B of said project, and the sum of $26,050.20 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 21st day of February one thousand nine hundred and Twenty-seven, as witness my hand and the seal of the Department of Agriculture.

R. N. Dunlap
ACTING *Secretary of Agriculture.*

WDS

GOVERNMENT PRINTING OFFICE 8—4810

PR 129 B

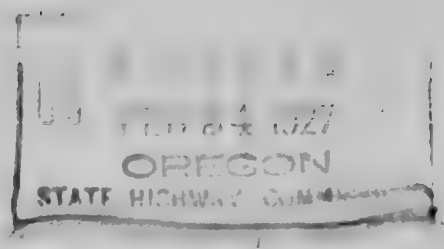
UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE NO.------

POST OFFICE BUILDING,
PORTLAND, OREG.

Feb. 23, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.



Dear Sir:-

Attached hereto is an approved copy of the estimate which was used as the basis of a project agreement for Oregon Federal Aid Project 129-B.

Although your letter of September 11th gave us the definite date of approval of the plans by the War Department, we have been requested to secure a copy of such approval. It is accordingly requested that you forward us four copies of Honorable Hanford Mac Nider's letter of August 24, 1926.

Very truly yours,

C. H. PURCELL
District Engineer

By L. Bayfield
Associate Highway Engineer.

Enclosure.

Duplicate of letter referred to Bu. Dept. for dating date re Mc Slidle letter.
Jw2

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

PR 129-B

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

January 21, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose herewith, for execution by the State Highway Commission and return to this office, three copies of proposed project agreement covering Oregon Federal aid project No. 129-B, Nehalem River Bridge on the Roosevelt Coast Highway.

Yours very truly,

C. H. PURCELL,
District Engineer,

By T. M. Davis
Assoc. Highway Engineer.

Air Mail
Dept Rec'd
1-22-27

PR 129 B

September 20, 1926.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Reference is made to your letter of July 6, relative to the Umpqua River Bridge, Crafton Federal Aid Project 129-B. This letter has been forwarded to us by the Bridge Department, with advice to the effect that no letter covering waiver of federal aid upon additional work allowed to the contractor due to change in design has been sent to you.

Please accept this letter as our agreement to the effect that federal aid upon this work will not be requested.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SH

Blot by J. W. DeSousa/AP

DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

July 6, 1926.

1217

Mr. R. A. Kreiss,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to the bridge over the South Fork of Nehalem River, Oregon Federal Aid 129-B.

The methods used both in the submission and later changing of this project do not conform to the necessary procedure for Federal Aid projects. However, for this project this will be waived, and we will recommend approval based upon the estimate submitted with your letter of June 30th, subject to the receipt of a letter from you that Federal Aid will not be requested on additional work allowed the contractor due to change in design.

This letter does not, however, supersede our letter of June 17th requesting such changes as are necessary in order that the design for steel truss spans may conform to Federal Aid and your specification requirements. Comments on revised approaches and foundations will be forwarded within a few days.

Very truly yours,

C. H. PURCELL
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

July 6, 1926.

1217

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to the bridge over the South Fork of Nehalem River, Oregon Federal Aid 129-B.

The methods used both in the submission and later changing of this project do not conform to the necessary procedure for Federal Aid projects. However, for this project this will be waived, and we will recommend approval based upon the estimate submitted with your letter of June 30th, subject to the receipt of a letter from you that Federal Aid will not be requested on additional work allowed the contractor due to change in design.

This letter does not, however, supersede our letter of June 17th requesting such changes as are necessary in order that the design for steel truss spans may conform to Federal Aid and your specification requirements. Comments on revised approaches and foundations will be forwarded within a few days.

Very truly yours,

O. H. PURCELL
District Engineer

PR 1298

SOUTH FORK OF NEHALEM RIVER

AT MOHLER

Excavation 545 cu. yds. at $3.00 per cu. yd.	$1635.00
Excavation below elev. shown, 50 cu. yds. at $3.00 per cu. yd.	150.00
Wood piling, 2300 lin. ft. at $0.50 per lin. ft.	1150.00
Class B Concrete 270 cu. yds. at $25.00 per cu. yd.	6750.00
Class A Concrete 145 cu. yds. at $25.00 per cu. yd.	3625.00
Class D Concrete 210 cu. yds. at $25.00 per cu. yd.	5250.00
Metal reinforcement, 78,000 lbs. at $0.05 per lb.	3900.00
Structural steel, 190,000 lbs. at $0.085 per lb.	16150.00
Handrail, 215 lin. ft. at $4.00 per lin. ft.	860.00
	$39,470.00

DeSoto

OREGON STATE HIGHWAY COMMISSION

S. Fork Umpqua River, Project No. 1193

Estimate with plans. Not as basis for project agreement

- - -

Excavation, 545 cu. yds.	$3.00	$1635.00
Exc. blow elev. sheets, 50 cu. yds.	3.00	150.00
Wood Piling, 3500 lin. ft.	.30	1150.00
Class B Concrete, 270 cu. yds.	25.00	6750.00
Class A Concrete, 145 cu. yds.	35.00	5625.00
Class D Concrete, 210 cu. yds.	25.00	5250.00
Metal reinforcement, 78,000 lbs.	.05	3900.00
Structural steel, 190,000 lbs.	.085	16150.00
Handrail, 215 lin. ft.	4.00	860.00
Sub-total		$39,470.00
+ 10% contingencies		3,947.00
TOTAL COST		$43,417.00

Federal Aid Requested - - $20,000.00
State Funds Available - - 23,417.00
TOTAL $43,417.00

June 30, 1926.

139-B

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement for the bridge over the South Fork of the Nehalem River near Mohler, Oregon, Project No. 139-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dictated by J. W. DeBeaum/AP
Encl.

Oregon State Highway Department — Project No. 125-B

Bridge over the North Fork of the Nehalem River near Nehler on the Roosevelt Coast Highway in Tillamook County.

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, June 19, 1936.

545 cu.yds	Excavation		$ 3.00	$ 1,635.00
50 cu.yds	Excavation below plans		3.00	150.00
2,900 lin.ft	Timber Piling		.50	1,250.00
145 cu.yds	Class "A" Concrete		25.00	3,625.00
270 cu.yds	Class "B" Concrete		25.00	6,750.00
210 cu.yds	Class "D" Concrete		25.00	5,250.00
75,000 lbs	Metal Reinforcement		.05	3,750.00
190,000 lbs	Structural Steel		.085	16,150.00
215 lin.ft	Handrail		4.00	860.00
		Sub-total		$39,170.00
		10% Engr. & Cont.		3,247.00
				$ 43,417.00

Length of Project 0.0894 Mi.

Cost per Mile $720,925.92

State Funds Available	$ 17,384.00	
Federal Aid Requested	26,033.00	(60%)
	$ 43,417.00	

CONTRACT #891,
985,

PR 128-A Reedsport-Winchester Bay 1926-1929

291.985

DC DC PR128A

November 19, 1930

Mr. L. A. Wells
Attorney at Law
Couch Building
Portland, Oregon

Dear Sir:

Replying to your inquiry of the 17th instant concerning the claim of the Existing and Portable Conveyors Inc., wish to say that inspection of our records shows that notice was filed in our office by this corporation on January 23, 1930 being in the sum of $1438.16. A copy of this notice is inclosed in this letter for your further information.

Very truly yours

Ray A. Klein
State Highway Engineer

By

H. B. Glaiger
Chief Clerk

HBG:W
Incl.

L. A. WELLS
ATTORNEY AT LAW
COUCH BUILDING
PORTLAND, OREGON

November 17, 1930.

State Highway Commission,
of the State of Oregon,
Salem, Oregon.

Dear Sirs:

I understand that on or about July 9, 1926, Schell & Rhodes executed a bond with the Aetna Casualty & Surety Company as sureties, for the sum of $38,250, to secure the payment of labor, supplies, material and provisions on a job for the improvement of a section of the Roosevelt Highway known as the Reedsport-Winchester Bay section.

I wish to inquire if at any time the Hoisting and Portable Excavators, Inc., filed notice of a claim against Schell & Rhodes or their sub-contractors Washburn & Hall, and if so, the date of its filing and a copy of their notice.

Thanking you in advance for this information, I remain

Yours truly,

LAW/LH

L. a. Wells.

P.S. My interest in the matter is as attorney for the Aetna Casualty and Surety Company in an action now pending in Multnomah County.

L. a. W.

ANSWERED
H. B. G.

PR 128a

November 26, 1929

Mr. Wm. L. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

Mr. Russell Hubbard of the Winchester Bay Lumber Company of Reedsport told me that the lawsuit over the logs cut during the clearing of the Reedsport-Coos County Line Section of the Roosevelt Highway was coming up in Roseburg in the very near future and he wanted to locate Mr. R. P. Whitmore who was resident engineer on that job so that he might be called as a witness. I told him I did not know whether Mr. Whitmore's testimony would favor him or Frank Rhodes, the contractor, but he said that he would be wanted in any event. I advised him of Mr. Whitmore's address, and if he is called as a witness, it will be proper to excuse him from his present work and permit him to attend this case whether he goes as a witness for Rhodes or Hubbard.

Very truly yours,

State Highway Engineer.

RAK:HH

PR 128-A.

January 9, 1929.

Mr. F. J. Kernan,
Imperial Hotel,
Portland, Oregon.

Dear Sir:

In response to yours of January 9, would say that your estimate completely executed, with assignment attached, is received. As you know, it will be necessary to have this estimate approved by the members of the Highway Commission before it can be presented to the Secretary of State for payment. I anticipate that it will take about the usual time to do this, hence do not count on receiving it right away. However, we will handle it as promptly as possible under the regulations which we are required to follow.

Very truly yours,

State Highway Engineer.

RAK:HI

NOTED
State Highway Engineer

Portland, Ore.
Jany. 8, 1929.

Mr. Roy Klein,
Salem, Oregon.

Dear Sir:

I have today had an interview with Mr. J. Conley, the first day that he has been out of bed as he has been ill with the flu. This interview was regarding my final.

I certainly appreciate the prompt attention that you have given me towards getting my final. I am still hanging around and will be until Mr. Conley receives my check, and I should certainly appreciate it if you could get my check to me by return mail. Your kindness and courtesy would not be forgotten. I have been held up for quite a while on account of this final and it is costing me considerable time and expense while in Portland waiting and is also holding me back from my trip South.

I appreciate the business that I have done with the State during the year 1928 and it has been a pleasure to work with you and your engineering staff, Hope to do more business with you during the year 1929.

Would appreciate this favor very much.

Very truly yours

F.J. KERNAN

FJK:DK

F.J. Kernan

PR 128-A.

January 8, 1929

Mr. James L. Conley,
Attorney and Counselor at Law,
Failing Bldg.,
Portland, Oregon.

Dear Sir:

In response to your request of the 7th inst., there is listed below claims that we have knowledge of against F. J. Kerman in connection with his contract for the surfacing of the Reedsport-Lakeside Section of the Roosevelt Coast Highway:

Claim of Frederick & Nelson Rope Co. against Umpqua Dredging and Construction Co. for rope furnished. Amount of the claim was not stated. The claim was filed October 16, 1928.

The claim of the Reedsport Garage in sum of $527.47 for supplies furnished and services rendered. Claim filed on January 1, 1929.

Claim of the Umpqua River Navigation Co. in the sum of $1614.60 for towing gravel barges. This claim was filed December 19, 1928, and on December 27, 1928, we received notice from this company to withdraw their claim. We take it from this notice, that their claim has been satisfied.

Very truly yours,

Roy A. Klein
State Highway Engineer

HEG:M

By

H. E. Glaisyer
Chief Clerk.

JAMES L. CONLEY
ATTORNEY AND COUNSELOR AT LAW
FAILING BUILDING
PORTLAND, OREGON

January 7, 1929

RECEIVED
JAN 8 1929
OREGON
STATE HIGHWAY

Oregon State Highway Commission,
Salem,
Oregon.

Attention Mr. Glaisyer, Chief Clerk.

Dear Sir:

Please advise me of all claims filed against F. J. Kernan on account of his contract for the surfacing of the Reedsport-Lakeside section of the Roosevelt Coast Highway.

This matter is about to be disposed of and any claim which might fall against the Southern Surety Company for which I am attorney, will have to have attention before the matter is settled.

Very truly yours,

Jas L Conley

JLC:G

ANSWERED
H. B. G.

CLAIMS FILED AGAINST F. J. KERNAN - CONTRACT No. 985 -

10-18-28 Broderick & Bascom Rope Company advise that they have claim against Umpqua Dredging & Construction Company for rope furnished. Amount of Claim not stated.

12-19-28 Claim Umpqua River Navigation Company amount $1,614.60 for towing gravel barges.

12-27-28 Above claim of Umpqua River Nav. Co. withdrawn.

1- 1- 29 Claim Reedsport Garage amount $527.47 for supplies and services.

#985
100G
PR 1280

January 4, 1929.

Mr. H. J. Keenan,
Newhouse, Oregon.

Dear Sir:

This letter is to inform you that we have today received from the Newhouse Garage at Newhouse, Oregon, notice of their claim against you in the sum of $322.45, being for service and supplies rendered you in connection with your contract for the surfacing of the Newhouse-Lakeside Section. Will you please give this your attention?

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

E. E. Glaisyer,
Chief Clerk.

EEG:HI

January 4, 1929.

Southern Surety Company,
Geo. E. Breisher, Agent,
Chamber of Commerce Bldg.,
Portland, Oregon.

Gentlemen:

This letter is to inform you as surety on the bond furnished by P. J. Kerman in connection with his contract for the surfacing of the Reedsport-Lakeside Section of the Roosevelt Coast Highway in Coos and Douglas Counties, that we are in receipt of a notice of a claim of the Reedsport Garage against Mr. Kerman, being for service and supplies rendered and furnished Mr. Kerman in the sum of $327.47.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

January 4, 1929.

Reedsport Garage,
Reedsport, Oregon.

Gentlemen:

This acknowledges receipt of your letter of the 1st inst., in which you enclose notice of your claim against F. J. Herman for service rendered him in connection with his contract for surfacing the Reedsport-Lakeside Section of the Roosevelt Coast Highway in Coos and Douglas Counties.

We would suggest that you take this matter up with the surety on Mr. Herman's bond. The bond in connection with this work was written by the Southern Surety Company, for whom George E. Bundshaw is local agent with offices in the Chamber of Commerce Building, Portland, Oregon. It may be possible for you to secure satisfaction by so doing. If not, then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in conformance with the provisions of Section 2991 of the Oregon Laws, a mimeographed copy of which is enclosed.

Following our usual procedure in matters of this kind, we are today advising the contractor and surety on his bond that your claim has been filed in this office.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

Encl.

Reedsport, Ore., Dec 31 1928

W. A. Kernan Act.

REEDSPORT GARAGE

Twenty Four Hour Service — CHEVROLET

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

Bal Due as Per Statment Rend $ 527.47

RECEIVED
JAN 1 1929
OREGON
STATE HIGHWAY COMMISSION

itemized statment sent of
the nessecary affidavits as soon as blanks can
be obtained.

Very Truly Yours
Reedsport Garage
By N Hogan. Pres.

RECEIVED
JAN 1 1929
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

Reedsport, Ore., Dec 31 1928

M F. J. Kernan Act,

IN ACCOUNT WITH

REEDSPORT GARAGE

BUICK — Twenty Four Hour Service — CHEVROLET

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

Bal Due as Per Statment Rend $ 527.47

RECEIVED
JAN 1 1929
OREGON
STATE HIGHWAY COMMISSION

itemised statment and of the neseeary affidavits as soon as blanks can be obtained.

Very Truly Yours
Reedsport Garage
By N Hogan. Pres.

RECEIVED
JAN 1 1929
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

NELSON HOGAN, PRESIDENT

W. A. BURDICK, SECRETARY

REEDSPORT GARAGE

BUICK — CHEVROLET
SALES AND SERVICE
GENERAL AUTO REPAIRING
AND STORAGE
PHONE 601
REEDSPORT, OREGON

FIRESTONE AND GOODYEAR TIRES

GASOLINE AND OIL

Jan 1st 1929

State Highway Commission.
Salem Ore.

Dear Sirs.

Inclosed find statment of the amount due us from F.J. Kernan which was used on the Reedsport-Lakeside graveling job. itemized statment will follow with the nessecary affidavits as soon as blanks can be obtained.

Very Truly Yours
Reedsport-Garage
By N Hogan. Pres.

RECEIVED
JAN 1 1929
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

RECEIVED
JAN 3 1927
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON

To---------- FRANK J. KERNAN , CONTRACTOR, Dr.

Post Office Address, Reedsport, Oregon.

For material and labor used for the construction of the Reedsport-Winchester Bay-Lakeside section of the Roosevelt Highway by-------

REEDSPORT GARAGE, REEDSPORT, OREGON.

the Oregon State Highway Commission, as per attached statement.

Sheet #1

Reedsport, Oregon, _____ 192__

M Frank Kernan

IN ACCOUNT WITH

REEDSPORT GARAGE

BUICK — Twenty Four Hour Service — CHEVROLET

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1927

Sept. 1	5 gal gas		1.25
8	2 gal oil 50 1 gal trans 125 + 41		1.75
9	5 gas		1.25
15	3 Ga Gasoline 1.35 Storage 200 + 50		2.65
16	1 Ford car 20 Gasoline		.20
	4 gas 1.00 Storage 2 Trucks 3.00		4.00
17	Chevrolet Truck		1.50
19	Chevrolet Truck 150 + 35		1.85
21	Chevrolet Truck 150 2 gallons oil 45		1.95
	Cup + 1 tire		.75
21	Chevrolet Truck 75 Chevrolet Truck 1 Ford 150 20		2.45
30	5 gallons Gasoline		.25
	Total Carried forward		26.68

IN ACCOUNT WITH **REEDSPORT GARAGE**

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

	Brot forw'd		2668
Oct 1	4 gals [illegible] 32 2½ gal Cans 200		232
3	Fordson shift lever		100
6	4 days storage on 2 trucks		300
10	1 Pet cock		15
4	Garage truck 150 10-11-28. Green Truck 150		300
12	1 spk plug wrench Case # 3494		40
13	Fordson air cap. 15 Green Truck 150		165
15	Clig & plug 75 1 foot 50 Tube 50 1 plug 3 holes 50		225
17	½ pt Nicole Relic		53
20	3 qts Oil Can # 61		78

Reedsport, Oregon, _____ 192__

M Frank Kinnee

IN ACCOUNT WITH **REEDSPORT GARAGE**

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

RECEIVED JAN 1929 OREGON

1929

[illegible] 85 Patch 10 [illegible] 25 120

IN ACCOUNT WITH

REEDSPORT GARAGE

BUICK — Twenty Four Hour Service — CHEVROLET

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1927

Brot fwd 2668

Set 1 [illegible] 200 232

3 [illegible] 100

6 4 dodge [illegible] 2 Trucks 300

10 1 flat crack 15

[illegible] 150 12-1-28 Chevr Truck 150 300

12 1 pr King wrench Lock # 3494 40

13 Tandem axle cap. 15 Chevr Truck 150 165

15 Clip & capture 75 1 boot 50 1 brk 50 Hyd 3 Ton 150 275

17 1 ½ qt Mobile Artic 53

20 3 gal gas Regn # 61 78

Reedsport, Oregon, _____ 192____

M Frank Pearce

IN ACCOUNT WITH REEDSPORT GARAGE

BUICK — Twenty Four Hour Service — CHEVROLET

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1927

RECEIVED JAN 1928 OREGON STATE HIGHWAY

Set 28 clip & capture 85 1 patch 10 1 brk 25 120

31 S 405 1.20 T. S 406 135 255

Tfd carried fwd 4551

IN ACCOUNT WITH

REEDSPORT GARAGE

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1927

1100	2	2 bolts 20 2 nuts 10 and 1 nut 10 2 washers 10	4551
	3	3 gal gas	40
	10	5 " "	130
	11	5 " " 130 11-13 7 5 gal gas 130 2 " " 70	130
	23	1 Tire gauge 175	280
	24	5 gal gas	175
	26	Recharge Battery	130
Dec	15	3 gal gas	100
	30	4 " "	75
Dec	16	6 " "	30
			2550

Reedsport, Oregon, _____ 192____

M Frank Keserich

IN ACCOUNT WITH

REEDSPORT GARAGE

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

RECEIVED JAN 1929

IN ACCOUNT WITH **REEDSPORT GARAGE**

BUICK *Twenty Four Hour Service* *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES **TOWING** **GASOLINE AND OIL**

1927

Nov	2	2 bolts 20 2 nuts 10 2 washers 10			45 51
					40
					130
					130
		5 gal 130 11-13 7 gal gas 130 2 filters 70			280
	23	1 Tire gauge 175			175
	24	5 gal gas			130
	26	Recharge battery			100
Dec	15	Adjust tire			75
	30	Grease			30
Dec	16	Buy check			2550

Reedsport, Oregon, _____ 192____

M Frank Keeler

IN ACCOUNT WITH **REEDSPORT GARAGE**

BUICK *Twenty Four Hour Service* *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES **TOWING** **GASOLINE AND OIL**

1928

RECEIVED JAN 1929

Jan	10	clg tire & tube 75 3 Patches 45			120
	11	chg battery 150 1 day rental 25			175
	18	10 gal gas		50	260
	21	clg 2 tires 75 1-2 ton Truck			125
	24	1 Fast Time			85
	29	5 gal			130
	31	clg 2 tires			75
		To Bal Brought Forward			66 11 2550

IN ACCOUNT WITH **REEDSPORT GARAGE**

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1926

Feb 1	Recha Battery 50 Front Left Fend			66 11	25 50
"	"			1 75	
				1 30	
6	2 Cables 70 2 Spark Plugs 20 1 Nut #10		1 00	1 90	
10	Telephone to Mansfield 90 1 Fordson Wheel		1 40	1 90	
"	2 Wheel Bearings 275 Telephone to Mansfield		40	3 15	
13	Telephone to Reedsport for Wheel	275	50	45	
15	1 Fordson Wheel 1400 2 Wheel Bearings		77	17 25	
21	2 Bolts 100			1 00	
24	1 Axle Plug			60	
28	Alignment 75 1 Valve Cores 05			80	

Reedsport, Oregon, _____ 192

M _____ Lloyd Reuter

DENVER
JAN 3 1927
COLORADO

IN ACCOUNT WITH **REEDSPORT GARAGE**

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

Mar 5	Oil & Grease Tire			75
7	Gas & Oil			2 34
8	1 Nut 65 Spring Clips	375		3 80
14	Gas & Oil 131 Clutch			1 31

IN ACCOUNT WITH **REEDSPORT GARAGE**

BUICK — Twenty Four Hour Service — CHEVROLET

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

Feb	1	Recha Battery 1.50 Paint Lift Lead regular .25		6611	2550
				175	
				130	
		2 [illegible] .75 2 [illegible] .75 [illegible]		190	
	10	[illegible]	14.00	1490	
		2 Wheel bearings .25 [illegible] to Wakefield	.50	315	
	13	[illegible]		45	
	15	Fender Wheel 14.00 2 wheel bearings .75	.50	1725	
	21	[illegible] 1.00		100	
	24	[illegible]		60	
	28	clg & replace tire .75 / Valve core .05		80	

Reedsport, Oregon, _____ 192_

M _____ [illegible]

RECEIVED JAN 3 1929 OREGON [illegible] COMMISSION

IN ACCOUNT WITH **REEDSPORT GARAGE**

BUICK — Twenty Four Hour Service — CHEVROLET

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

Mar	5	clg & replace Tire		75	
	7	9 gal gas		234	
	8	1 Nut .05 5 spark plugs	3.75	380	
	14	5 gal gas 1.30 Truck		130	
	15	5 gal gas		130	
	17	[illegible]		75	
				11945	2550

IN ACCOUNT WITH **REEDSPORT GARAGE**

BUICK — Twenty Four Hour Service — CHEVROLET

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

IN ACCOUNT WITH **REEDSPORT GARAGE**

BUICK — Twenty Four Hour Service — CHEVROLET

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

Reedsport, Oregon, _____ 192

M _____

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JAN 3 1929
OREGON
HIGHWAY COMMISSION

IN ACCOUNT WITH

REEDSPORT GARAGE

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

				20564	2550
June	18	Starter 125	6-18-28 chg & repair 100	225	
			100	180	
	22			575	
	25	8 18# plugs 480	306 Labor 75 6-27-28 4 tubes 160	715	
	27	8# 315-14ft wire 540	2 Lamp switch Labor 300 40 1350	1774	
		8# 312 Rod 30 Cleris 10 Nut 05 Labor 60		105	
	28	6 Remitt cups 150	6-28-28 Labor 332 Wallgrove Labor 327 50 575	1102	
	28	Towing car 250	6-29-28 chg & repairs Tire 100	350	
	30	8# 345 Truck #1	Sister Coupling	225	

Reedsport, Oregon, 192

RECEIVED
JAN 3 1929
OREGON
HIGHWAY COMMISSION

M Frank Turner

IN ACCOUNT WITH

REEDSPORT GARAGE

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

July	1	Repair tube 100	chg Tire & Install Valve 150	250	
	3	Grease car 150	2 Hydraulic 50 Recharge Battery 100	300	25
	6	8# 31 Labor	Install New Tire 100 8-5-28 2 spk plugs 120	220	
	8	Repair Truck Tire 100	75	125	
			420 375	895	
	12	2# 350	1500	2516	
	13	1 Tire 700	150	850	
			120 Labor 120	280	
		2 spk 2 tubes		200	
			Total Carried Fwd	31470	2550

IN ACCOUNT WITH

REEDSPORT GARAGE

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

| | | |

IN ACCOUNT WITH **REEDSPORT GARAGE**

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

				43795	2550
				625	
				270	
				300	
				125	
				1950	
				240	
				3760	
				70	
				375	
Aug 22	By Check				20000

Reedsport, Oregon, _____ 192__

M _____

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JAN 1 1929
STATE HIGHWAY COMMISSION

IN ACCOUNT WITH **REEDSPORT GARAGE**

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

				815	
				280	
				200	
				400	
				190	
				100	
				5775	
				105	
				5	
				100	
				51555	2550

IN ACCOUNT WITH

REEDSPORT GARAGE

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

				5 75 55	
				270	22550
				421	
				270	
				145	
				2070	
				432	
				1885	
					10000

Reedsport, Oregon, 192

M Frank Keenan

RECEIVED JAN 3 1929 OREGON COMMISSION

IN ACCOUNT WITH

REEDSPORT GARAGE

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

Oct	1	2 gts Valvoline			195
	7	Trico swipe			425
	8	Repairs			200
		Accounts			15
	9	Tires			200
	10				200
	1				215
	11				275
	14				150
					195
	15	Trucks		5 368	325 50

IN ACCOUNT WITH

REEDSPORT GARAGE

BUICK — Twenty Four Hour Service — CHEVROLET

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

Oct	11	11 Gals 75 Parker 75 Truck #2		45	368
		Rent Cut Feed			325 50
				1	50
				1	25
	1	2 3/4 [illegible]		2	30
		[illegible]		2	00
		2 [illegible]			45
		[illegible] (Gordon)		4	50
		[illegible] 75 Grinding [illegible]	50	1	25
		[illegible] Truck 1	50		60
	19	[illegible]		1	25
		[illegible]		3	75

Reedsport, Oregon, 193

RECEIVED JAN 1 OREGON

M

IN ACCOUNT WITH

REEDSPORT GARAGE

BUICK — Twenty Four Hour Service — CHEVROLET

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

Oct	19	S.L. 1237 Truck 2 Clean plugs & repair [illegible] tire		3	00
	20	1 Spark plug 75 Truck 2 10-22-28 1-#4 Easy out	75	1	50
	25	Truck 2 Adj. & repair Tire		1	00
	27	1 Tube 10 10-29-28 1 gal Oil 10 [illegible] 150 (Hamilton)		1	70
	30	Truck #4 [illegible] Truck			50
		(Johnston) 50 gal Gates Straight Run Gas		1	15
	30	Truck 1 Truck 1 [illegible] Oil Preserver			50
		[illegible]		68	238
				325	50

IN ACCOUNT WITH

REEDSPORT GARAGE

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

		Front end seat	8238	32550
		Hose 40 Spark plug 35	190	
			150	
			340	
		Postage on tire sent for repair	32	
		Truck 1 gasket 10 Labor 150	160	
		Truck 2 fix oil leak in rear bearing	340	
		Truck 1 transmission 45 gasket 50 Labor 675	770	
		Repair Tire 500 Postage 32	532	
		Truck 4 - 5 gal gear 120 Truck 2 - 2 bulbs 150	270	
		Truck 1 brake lining 1590 Machine work 150	1740	
		rivets for ring gear 30 grease 150 Labor 4575	4755	

Reedsport, Oregon, 192

M. Truck Service

RECEIVED
JAN 3 1929
OREGON
PUBLIC SERVICE COMMISSION

IN ACCOUNT WITH

REEDSPORT GARAGE

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

Nov	12	Eaton on Truck — Winchester Bay	325	
	13	" " "	300	
		Truck #1 Replace Universal & drive shaft	975	
		Truck #1 3 spoke flange	225	
	14	" " Spoke flange	75	
		[illegible]	352	
		Truck #1 & #2 - Eaton Labor on #2 Truck	1725	
		Truck 465 Boot 50 ( )	515	
		[illegible]	140	
		[illegible] 120 Boot (55 [illegible])	175	
			82797	32550

WITH **REEDSPORT GARAGE**

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — GASOLINE AND OIL

1928

			82297	32550
			2 75-	
			300	
			560	
22	Clg + Repair Tire		150	
2	# grease 150		200	
24	Truck 2 clg Tires + Repair Tube		150	
12	# grease 500	150 + 100 clg + Repair Tire clg Tires Truck 2	550	
	Job 1461 adj brakes		115	

Reedsport, Oregon, _____ 192

M _____

IN ACCOUNT WITH **REEDSPORT GARAGE**

BUICK — *Twenty Four Hour Service* — *CHEVROLET*

GENERAL AUTO REPAIRING

FIRESTONE AND GOODYEAR TIRES — TOWING — 1928 — GASOLINE AND OIL

Rec.	1	1 cyl head gasket (Ford)	25	
		Split + Unit Truck #4	10	
	2	[illegible] 45 doz 250	295	
		[illegible] 200 Truck 2	240	
		[illegible]		
		12 [illegible]	35	
			65297	32550

Total Bal due

On 2nd Page 52747

Total amount of claim $527.47

STATE OF OREGON)
) ss
County of Douglas.)

I, Nelson Hogan, being first duly sworn, depose and say upon oath, that I am the President of the Reedsport Garage, a corporation, that I have knowledge of the above described and attached claim; That the foregoing account is correct and just; That the material and services specified have been furnished and rendered the State of Oregon as stated; That the charge therefore is reasonable, and that no part thereof has heretofore been paid.

Nelson Hogan

Subscribed and sworn to before me this 2nd day of January, 1929.

J. H. Austin
Notary Public for Oregon.

My Commission expires Dec. 14th, 1932.

Form 39—A-1861—2M—7-26.

PR 128-A.

HOTEL SAWYER J. S. ONT

OF ONTARIO STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Dec 29 1928

Job Name Bradport Esplanade Engineering

Week from Dec 23 to 29

Mail Address Minaki Ont Bay

Highway Provincial Trunk

Telegraph or Telephone Address 4

County Dougla Job Prefix 16 F G

Express and Freight Address Radisport

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

In office at Minaki Bay on final notes - maps & plans etc. Job 16 F G and in office and in field on maintenance supervision of 10 M W and 10 M S & 10 M V.

RECEIVED JAN 3 1929 DIVISION ENGINEER DIVISION NO. 2

(See back of this sheet for instructions and detailed information.)

Signed P P McLitmore

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

PR 128-A.

LAW OFFICES OF
GOSS & MURPHY
FIRST NATIONAL BANK BLDG.
MARSHFIELD, OREGON

JOHN D. GOSS
HERBERT S. MURPHY
M. W. SKIPWORTH

December 28, 1928

Mr. H. B. Glaisyer
Chief Clerk
Oregon State Highway Commission
Salem, Oregon

Re: Schell and Rhodes
Vs: Winchester Bay Lbr. Co.

Dear Sir:

We are herewith furnishing an affidavit in compliance with the request contained in your letter of the 13th instant, sending to us a copy of contract No. 891 with Schell and Rhodes for construction of the Winchester Bay-Reedsport section of the Roosevelt Coast Highway.

It was through oversight that this affidavit was not furnished sooner.

Thanking you and trusting that the affidavit meets your requirements, we are,

Very truly yours,

GOSS & MURPHY

BY M. W. Skipworth

MWS:S

STATE OF OREGON)
) ss.
COUNTY OF COOS)

I, M. W. Skipworth, being first duly sworn on oath, depose and say that there is now pending an action in the Circuit Court of the State of Oregon in and for Douglas County, wherein S. S. Schell and C. Frank Rhodes are plaintiffs and the Winchester Bay Lumber Company is the defendant; and that I am one of the attorneys for the defendant; that this action involves the right to timber and for costs in connection with falling and bucking the same, and damages for the deterioration thereof, which timber was located upon the Reedsport-Winchester Bay section of the Roosevelt Coast Highway in Douglas County, Oregon, under contract No. 891, which the State Highway Commission of Oregon had with Schell and Rhodes; and that application is hereby made to the State Highway Commission for a copy of said contract for and on behalf of the Winchester Bay Lumber Company, to be used in the defense of said action and the prosecution of a counter-claim therein; and among other things said suit is for the purpose of determining or will necessarily determine the ownership of the timber fallen and bucked by said Schell and Rhodes upon said right-of-way.

M. W. Skipworth.

Subscribed and sworn to before me this 28th day of December, 1928.

Notary Public for Oregon.
My commission expires:
March 5, 1932

WESTERN UNION

December 26, 1928

The Umpqua River Navigation Co.,
Reedsport, Oregon.

Gentlemen:

This will acknowledge receipt of your telegram of this date, reading as follows: "Roy Klein, State Highway Commission, Salem, Oregon. Please withdraw claim Umpqua River Navigation Company account F. J. Kernan. Umpqua River Navigation Co."

We are this date making note of this in our records and files, and we are also passing the information along to Mr. F. J. Kernan and the Southern Surety Co., surety on the bond furnished by him in connection with his contract for the surfacing of the Reedsport-Coastal Section of the Roosevelt Coast Highway in Douglas and Coos Counties.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. E. Glaisyer
Chief Clerk.

HEG:M

cc. F. J. Kernan

...SONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1901-6

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon. Telephone 61 1929 DEC 26 AM 10 09

PR24 11=REEDSPORT ORG 26 950A

ROY KLEIN=

STATE HIGHWAY ENGINEER SALEM ORG=

PLEASE WITHDRAW CLAIM UMPQUA RIVER NAVIGATION COMPANY

ACCOUNT F J KERNAN=

UMPQUA RIVER NAVIGATION CO.

ANSWERED H. B. G.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

...Coast Highway in connection with which the Southern Surety Co. appears as surety on the bond. This is for your information as such surety.

Very truly yours,

Roy A. Klein
State Highway Engineer

HBG:M

By

H. B. Claisyer
Chief Clerk.

December 26, 1928

The Southern Surety Company,
George E. Bradshaw, Agent,
Chamber of Commerce Bldg.,
Portland, Oregon.

Dear Sir:

We have today received a telegram from the Umpqua River Navigation Co., Reedsport, Oregon, which reads as follows:

"Roy Klein, State Highway Engineer, Salem, Oregon. Please withdraw claim Umpqua River Navigation Company account F. J. Kerman, Umpqua River Navigation Co."

The claim to which they refer is in connection with the contract awarded to F. J. Kerman for the surfacing of the Reedsport-Lakeside Section of the Roosevelt Coast Highway in connection with which the Southern Surety Co. appears as surety on the bond. This is for your information as such surety.

Very truly yours,

Roy A. Klein
State Highway Engineer

HEG:M

By

H. E. Claiseyer
Chief Clerk.

#9-5-
P.I. to Sylvan-15-#[illegible]035
U.S. to Sylvan-#7,242.60
[illegible]

E#14

PR128a

final - comp. to date Est is -
grand sum - 108,027.00

MEMO

Regarding the attached letter of the Southern Surety Company concerning Herman's contract for the surfacing of the Roosevelt-Lakeside Section of the Roosevelt Coast Highway, wish to say that according to the final estimate this project was completed on November 23, 1928.

The quantity summary sheet indicates that the amount of this contract is $108,027.00. According to Estimate No. 14 there has been paid to Mr. Herman the sum of $90,603.30. Our retained percentage is $7,242.60.

In the event that the contract amount stated above is correct, there is yet due on this contract, including the retained percentage, the sum of $17,423.65.

Very truly yours,

HMC:M

H. M. Glaisyer
Chief Clerk.

56 55 PR128a

December 19, 1928

Mr. Ray A. Klein,
State Highway Engineer,
Salem, Oregon.

MEMO

Regarding the attached letter of the Southern Surety Company concerning Kerman's contract for the surfacing of the Reedsport-Lakeside Section of the Roosevelt Coast Highway, wish to say that according to the final estimate this project was completed on November 28, 1928.

The quantity summary sheet indicates that the amount of this contract is $108,037.00. According to Estimate No. 16 there has been paid to Mr. Kerman the sum of $90,603.35. Our retained percentage is $7,242.40.

In the event that the contract amount stated above is correct, there is yet due on this contract, including the retained percentage, the sum of $17,433.65.

Very truly yours,

HEG:M

H. E. Glaisyer
Chief Clerk.

_C_O_P_Y_

SOUTHERN
SURETY COMPANY

December 17, 1928

Re: #432562-F. J. Kernan to State of Oregon - Contract for construction of Roosevelt Coast Highway in Douglas & Coos Counties, Reedsport-Lakeside Section, Project No. 1079, Contract No. 985.

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Brownell-Slocum Insurance Agency, Incorporated, our former representatives at Portland, through whom the bond covering the above described contract was written, has forwarded to me a letter written by you on December 6th, 1928, addressed Southern Surety Company, George E. Bradshal, Agent, Chamber of Commerce Building, Portland, Oregon, which was accompanied by three copies of an assignement dated November 27, 1928, assigning the proceeds of this contract to Umpqua Dredging & Construction Company and Southern Surety Company. These three copies of the assignment are signed by F. J. Kernan and by the Umpqua Dredging & Construction Company, and you have requested that the original and one copy be signed by Southern Surety Company and returned to you.

I have just received a report from the Oregon State Highway Commission signed by H. B. Glaisyer, Chief Clerk, showing that this contract has been completed, and that the balance due Mr. Kernan is $7,242.60. This assignment would therefore cover that balance due.

I wish to advise you that Mr. Kernan suggested some time ago that an assignment of the proceeds of this contract be made, and we referred the matter to our attorney at Portland, Mr. James L. Conley, Failing Building, suggesting that if an assignement was made, it should be made to Mr. Conley as Trustee for Southern Surety Company. Upon receipt of the correspondence referred to, I attempted to get in touch with Mr. Conley, by telephone and was informed by his office that he was absent from the city and would not return until after Christmas. In view of the fact that this matter has been placed in his hands, we feel that no action should be taken toward assigning this contract until we have had an opportunity to consult with Mr. Conley.

Oregon State Highway Commission December 17, 1928

I therefore suggest that you let the matter of the assignment stand until Mr. Conley returns, and we also request that you retain the balance due Mr. Kernan on this contract, and that no further payments be made until authorized by Mr. Conley, acting as attorney for this Company.

Very truly yours,

SOUTHERN SURETY COMPANY OF NEW YORK

(Signed) By: B. C. Mather

BCM:F Underwriting Manager

PR128

December 19, 1928

Mr. F. J. Kamman,
Reedsport, Oregon.

Dear Sir:

Herewith attached is a copy of a statement we have today received from the Umpqua River Navigation Co. setting forth their claim against you for services rendered in towing gravel in connection with your contract for the surfacing of the Reedsport-Lakeside section of the Roosevelt Coast Highway in Coos and Douglas counties.

Will you please give this your attention.

Yo ry truly yours,

Roy A. Klein
State Highway Engineer

By

H. R. Shipley
Chief Clerk.

HRS:M

Enc. 1.

December 19, 1928

The Southern Surety Company,
George H. Bradshaw, Agent,
Chamber of Commerce Bldg.,
Portland, Oregon.

Gentlemen: Re: O. S. H. Roosevelt

Dear Sirs:

Attached hereto is a statement we have today received from the Umpqua River Navigation Co. setting forth their claim against F. J. Herman for towing gravel in connection with his contract for the surfacing of the Reedsport-Lakeside Section of the Roosevelt Coast Highway in Coos and Douglas Counties.

This information is given you as you appear as surety on the bond furnished by Mr. Herman in connection with this work.

Very truly yours,

Roy A. Klein
State Highway Engineer

RAK:M

By

Enc. 1.

M. E. Sleisyer
Chief Clerk.

December 19, 1928

Umpqua River Navigation Co.,
Reedsport, Oregon.

Attention: Mr. O. M. Kinsdale,
Manager.

Dear Sir:

This will acknowledge receipt of your letter of the 15th inst. enclosing notice of your statement of your claim against F. J. Kerman, being for services rendered Mr. Kerman in the sum of $1714.60, for towing gravel during the months of August, September, October, and November, 1928, the same being used in connection with Mr. Kerman's contract for the surfacing of the Reedsport-Lakeside section of the Roosevelt Coast Highway in Coos and Douglas counties.

Complying with your request, we hand to you herewith a mimeographed copy of Section 2991 of the Oregon laws, in which the directions for filing notice of claims against highway contractors is given. You will note that your notice of claim should be filed in the office of the Secretary of State prior to the expiration of the period of one year from the date of completion of the contract in order to hold the bond liable subsequent to that period.

Very truly yours,

Roy A. Klein
State Highway Engineer

KDO:M

By

Enc. 1.

H. B. Glaisyer
Chief Clerk.

Reedsport, Oregon, December 15,1928 192

Oregon State Highway Commission

Account F.J.Kerman

TO **Umpqua River Navigation Co.** DR.

For Transportation as follows:

Services Towing gravel August, September October and November, 1928 on State Highway Contract as per Statements rendered.	$1714.60

unt

claim
reperly

hanking

ANSWERED
1. B. G.

UMPQUA RIVER NAVIGATION COMPANY

REEDSPORT, OREGON

December 15,1928.

Roy G. Klein
State Highway Engineer
Salem, Oregon

Dear Sir;

Your records show that F.J.Kerman of Reedsport owes us for towing gravel $ 1714.60 ., which gravel was used on the Lakeside Winchester Bay section of the Roosevelt Highway.

Mr. Kerman has signified his intention to pay this account, but we have not received any other assurance that the account will be taken care of.

I wish to file with the State Highway Commission this claim and if you will forward me the necessary blank I shall return properly completed.

Trusting that the above is the proper procedure, and thanking you for your trouble.

Yours very truly
Umpqua River Navigation Co.

Manager.

ANSWERED
1. B. G.

PR 1-10

November 15th, 1928

Mr. Randall S. Jones, Attorney
1401 American Bank Bldg.
Portland, Oregon

Dear Sir:

Replying to your inquiry of the 14th instant concerning the status of the contract granted to E. E. Johnson and assigned to F. J. Lorraa for the construction of the Rockport-Lakeside Section of the Roosevelt Highway, wish to say that the latest available information we have in this office is that dated October 15th showing that this work was practically 86% complete at that time. We anticipate that the job will be completed by November 30th. Our retain percentage in connection with this project is $7,248.60.

Yours very truly

ROY A. KLEIN
State Highway Engineer

By

E. M. Glaisyer
Chief Clerk

EMG:V

#985
Coos & Douglas

E. L. McDOUGAL
RANDALL S. JONES

LAW OFFICES OF
E. L. McDOUGAL
1401 AMERICAN BANK BUILDING
PORTLAND, OREGON

November 14, 1928

Mr. Roy A. Klein
State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Sir: Re: F. J. Kernan Contract

When I was in Salem about six weeks ago you told me that about the middle of November you would be in a position to give me some information concerning the status of the Johnson contract assigned to F. J. Kernan for the Reedsport--Lakeside section of the Roosevelt Highway. I wonder if at this time you will be able to let us know when the contract will be completed and when the money payable thereon will be come due to Kernan so as to be subject to garnishment.

Thanking you in advance for this information, I am

Yours very truly,

Randall S. Jones

Was $6070 Completion Oct-15th
Estimated date is Nov 30th
Paid to Oct-15-$80,820.48
Retained-$7242.60

RSJ:M

Coos & Douglas ?

ANSWERED
H. B. G

Roy A. Klein
State Highway Engineer

By

R. A. Elsinger
Chief Clerk.

RAE:M

Enc. 1.

#191
10RE

PR 12Pa

December 15, 1928

Gose & Murphy,
First National Bank Bldg.,
Marshfield, Oregon.

Gentlemen:

In response to your request of the 12th inst. we are mailing to you herewith a certified copy of contract awarded to Scholl & Rhodes for the grading of the Reedsport-Winchester Section of the Roosevelt Coast Highway in Douglas County.

According to the Oregon Statutes, certified copies of documents of this kind are furnished upon receipt of an affidavit by the claimant. We are sending this copy to you prior to receipt of such an affidavit thinking that perhaps you are in a hurry for the same. Will you please furnish us with an affidavit at your early convenience.

Very truly yours,

Ray A. Klein
State Highway Engineer

RAK:K

By

Enc. 1.

H. B. Glaisyer
Chief Clerk.

LAW OFFICES OF
GOSS & MURPHY
FIRST NATIONAL BANK BLDG.
MARSHFIELD, OREGON

JOHN B. GOSS
HERBERT S. MURPHY
M. W. SKIPWORTH

December 12, 1928.

RECEIVED
DEC 13 1928
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon.

Attention Secretary

Dear Sir:

We have a law suit involving an agreement to Schell and Rhodes in connection with their contract with the State for building the Reedsport-Winchester Bay section of the Roosevelt Highway.

Will you please furnish us a certified copy of the contract which Schell and Rhodes had with the State for the construction of t is portion of the highway and send us your bill and we will remit.

We will appreciate it very much if you will accommodate us in this manner.

Yours very truly,

GOSS & MURPHY
BY M.W.Skipworth.

MWS:SC

#891

ANSWERED
H. B. G.

#985
10872

PR 128a

October 23, 1928

Frederick & Bascom Rope Co.
301-9 E. First St.,
St. Louis, Mo.

Gentlemen:

Attention: Mr. A. A. Grosse, Cashier.

We have your letter of the 18th inst. concerning your claim against the Umpqua Dredging & Construction Company.

In reply wish to say that this company does not have a contract with this department, unless it is the contract that was granted to F. J. Kerman for the surfacing of the Reedsport Section of the Roosevelt Coast Highway. It is our understanding that Mr. Kerman is connected in some way or other with the Umpqua Dredging & Construction Company.

Should our assumption be correct and your claim is against Mr. Kerman instead of the Umpqua Dredging & Construction Co., then we wish to inform you that in connection with this project a surety bond was furnished for the protection of labor and material claims and all other just debts, dues and demands. This company is the Fidelity and Deposit Co. of Maryland, for whom Cyril D. Bremmell is local agent with offices at 250 1/2 Third Street, Portland, Oregon.

Mr. Kerman also has a contract for the surfacing of the Reedsport-Lakeside Section of the Roosevelt Coast Highway. The surety on the bond given by him in this instance is the Southern Surety Co. for whom Geo. H. Breidahl is the local agents with offices in the Chamber of Commerce Building, Portland.

Should it so happen that your claim is not in connection with either one of the above mentioned contracts, then we can do nothing for you. In the event that your claim is against one of these contracts then we would suggest that you take the matter up with the agent of the bonding company and it may be possible for you to secure satisfaction by so doing.

We would also suggest that you file notice of your claim in the office of the Secretary of State in accordance with that section of Oregon Laws relating to filing of claims against the State Highway Commission.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. E. Glaisyer
Chief Clerk

HEG:JB

JOHN K. BRODERICK, PRES'T. JOS. D. BASCOM, CHAIRMAN OF THE BOARD CHAS. E. BASCOM, SEC'Y & TREAS.

ESTABLISHED 1875 — INCORP[illegible] 1882

BRODERICK & BASCOM ROPE CO.

MANUFACTURERS OF

WIRE ROPE

&

AERIAL TRAMWAYS

GENERAL OFFICES
801-809 N. FIRST ST.

ST. LOUIS, MO.

BRANCHES,
NEW YORK, N.Y.
SEATTLE, WASH.

CABLE ADDRESS.
BRODERICK

CODES
ABC 5TH EDITION IMPROVED
BENTLEY'S PHRASE
WESTERN UNION 5 LETTER

YELLOW STRAND
"BROWERSTEEL" ROPE

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

October 16th, 1928

ANSWERED
H. B. G.

Oregon State Highway Dept.,
Salem, Oregon

#985

Gentlemen:

The Umpqua Dredging & Construction Company of Reedsport, Oregon owe us an overdue account of $247.91 for wire rope purchased through our agents, the Baker-Isaacson Rope Company, of Marshfield, Oregon, and we have been unable to have this firm send us any more money on their account since we refused to take care of their orders on account of the condition which their account is now in.

We would be very pleased if you would advise us what procedure we have to go through to have you hold out this money for us from their contract, and for your assistance in doing this we might mention that we are chartered to do business in the State of Oregon through your Foreign Corporation Department and any papers which we are to sign in connection with the holding up of this money for us can be signed by our representative, Mr. R. H. Keith, at 308 Pine St., Portland, Oregon.

If we have sufficient time in which to stop this money you may handle the matter direct with us in St.Louis.

A stamped envelope is enclosed for your convenience in replying, and we trust we may hear from you in an early mail.

Yours very truly,

BRODERICK & BASCOM ROPE CO.

AAG/DM

Cashier

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE AND ARE MADE FOR PROMPT ACCEPTANCE.

PR 128 A

10 F 33.

September 6, 1928.

Mr. Randall S. Jones,
1401 American Bank Building,
Portland, Oregon.

Dear Sir:

In reply to your letter of September 4th, this will advise that present indications are that the work to be done under the P. J. Kernan contract for the surfacing of the Reedsport-Lakeside Section of the Roosevelt Coast Highway will be completed about October 31. The actual time of completion may, however, be materially influenced by weather conditions.

On August 15, the date on which our last partial payment was made to Mr. Kernan, the work was approximately 70% complete.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:HI

#985
Cons+ Dougl.

E. L. McDOUGAL
ATTORNEY AT LAW
1401 AMERICAN BANK BUILDING
PORTLAND, OREGON

September 4, 1928

RECEIVED
SALEM, OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Attention: Messrs. Roy A. Klein and J. M. Devers.

Gentlemen:

Re: F. J. Kernan Contract

Will you kindly inform us at your earliest convenience when it is expected that the Johnson Contract assigned to F. J. Kernan on the Reedsport-Lakeside section of the Roosevelt Highway will be completed?

E # 11

Thanking you in advance for this information, I am

Yours very truly,

Randall S. Jones

Paid to aug-15 - $65,336.34
Returned - $7,242.60
W.O. 7170 on aug-15th

RSJ:MM

Estimated completion date is Oct-31-1928

entire satisfaction.

Very truly yours,

State Highway Engineer.

RAK:HI

PRI 28

OREGON STATE HIGHWAY COMMISSION

August 2, 1928.

Mr. R. M. Mahoney,
American Bank Building,
Portland, Oregon.

Re: Royal Indemnity Co. vs. Dean et al.

Dear Sir:

Your associate, Mr. Jones, asked me to forward to your office a copy of our contract No. 986, covering the construction of 11.52 miles of surfacing between Reedsport and Scottsburg in Douglas and Coos Counties on the Roosevelt Highway, which contract was originally awarded to L. E. Johnson and later assigned to W. J. Burns. I am forwarding you the same under separate cover.

If there is any further information concerning this contract which you desire, would be very pleased to furnish.

Very truly yours,

State Highway Engineer.

RAMHI

FORM S 9-1 9-7148 5M8 12-27

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR #128-A

OREGON STATE HIGHWAY COMMISSION

OFFICE OF J. S. SAWYER, DIVISION ENGINEER
SALEM

April 9th,1928

10-PF

Mr. S. H. Probert
Office.

Dear Sir:

We have been withholding payment on the Schell & Rhodes final estimate for the grading of the Reedsport-Winchester Bay Section of the Roosevelt Coast Highway, pending negotiations with property owners along the route in regard to logs removed from the right of way by Schell and Rhodes and piled on private property.

The log question has not been entirely disposed of. However, the Winchester Bay Lumber Company, through their Mr. Russell J. Hubbard, have advised us that the logs belong to them and are on their property with their sanction and permission, so there is no need to hold up Schell & Rhodes final payment any longer.

Will you please, therefore, release the last voucher amounting to some $1800 and clean up the final estimate at your early convenience.

Very truly yours,

J. S. Sawyer
Division Engineer.

JSS:JS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF J. S. SAWYER, DIVISION ENGINEER

SALEM

March 20th,1928

File: 10-PE

Mr. S. H. Probert,
Office.

Dear Sir:

Pending further negotiations with the Winchester Bay Lumber Company, will you please hold warrant to Schell & Rhodes in final payment for their contract for the grading of the Winchester Bay-Reedsport Section of the Roosevelt Coast Highway, which warrant is in the approximate amount of $1900.

We have today written the Winchester Bay Logging Company again about this matter and hope to hear from them within a few days.

Very truly yours,

J. S. Sawyer,
Division Engineer.

JSS:JS

Claims
File

March 20th, 1926

The Beebe Company,
Portland, Oregon.

Gentlemen:

Attention: Mr. Kenneth Beebe, President.

We have your letter of the 19th inst. advising us of your claim in the sum of $73.15 against F. J. Kerman, which claim you state is an old account of more than two years standing.

Mr. Kerman has a contract with the state for the surfacing of the Bandon-Langlois Section of the Roosevelt Coast Highway. Estimates on this job are payable monthly, estimates being prepared on the 15th of each month. Warrants in payment of the estimates are generally mailed to the contractor about two weeks following the estimate date which would make it about the first of each month. The last payment was made to Mr. Kerman on March 2nd. The March 15th estimate is now going through for payment.

We do not believe you have a claim against the payments on this work due to the fact that your claim was not incurred against this project. Claims incurred against this contract constitute a first lien against the payments due.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JB

Beebe Company

ESTABLISHED 1884

JOBBERS OF MARINE EQUIPMENT
AND HARDWARE SPECIALTIES

Portland, Oregon

March 19, 1928

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We understand that Mr. F. J. Kernan of the Umpqua Dredging Company, Reedsport, Oregon has received a contract from the commission to surface about ten miles of the highway.

Mr. Kernan still owes us $73.15, on an account that has been running over two years, and which owing to lack of business he claims he has been unable to pay. It has occured to us that perhaps you might be able to assist us in collecting this amount from Mr. Kernan or at least give us some information regarding the contract and the probable date of payment against it that will enable us to protect ourselves and thus secure the ultimate payment of our account.

We assure you that any information you give us leading to this end will be greatly appreciated, we remain

Very truly yours,

THE BEEBE COMPANY

KB:CG

PRESIDENT

ANSWERED
H. B. G.

FORM S 8-1 8-5070 1000 8-27

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

ZR # 128-A

OREGON STATE HIGHWAY COMMISSION

OFFICE OF J. S. SAWYER, DIVISION ENGINEER
SALEM

NOTED
State Highway Engineer

March 14, 1928

Mr. Roy A. Klein
State Highway Engineer,
Office

10 P E

Attention: S. H. Probert

Dear Sir:

In response to your letter of March 6th requesting a statement setting out the conditions which have occasioned the approximately $14,000.00 over run in the final estimate for the grading of the Reedsport-Winchester Bay Section of the Roosevelt Highway in Douglas County, I submit the following.

A portion of this line traverses an extremely rough, steep piece of country, necessitating heavy cuts and fills and during construction we found that in several instances slopes designed to be built on 1/2 to 1 or 3/4 to 1 slopes would not stand that steep with the result that it was necessary to move approximately 6000 cubic yards of additional excavation material.

After passing through this heavy work section, the line follows down along the Winchester Creek Valley and, in a number of places, crosses the low flood lands of the valley on fills ranging from three to six feet in height and, by reason of the nature of the ground in these flood plains, which are mucky and soft, we experienced considerably more subsidence than the original plan contemplated with the result that approximately 5000 cubic yards of additional excavation became necessary.

The two items mentioned above are responsible for approximately 10,000 yards increase in the total amount of excavation quantities. The original contract contemplated

approximately 100,000 yards of excavation, classified as 30,000 yards common, 45000 yards intermediate, and 25,000 yards solid rock, whereas final classification of the finished job classified the 111,000 yards of excavation as 59,000 yards common, 5000 yards intermediate, and 47,000 yards solid rock, which change in classification, together with the additional yardage made necessary as mentioned above, accounts for approximately $12,000 of the over run.

The original plan contemplated but did not include in the contract the re building of approximately 1000 lineal feet of the City of Reedsport's water main which move was made necessary by reason of the highway taking the water main right of way, and its removal to a position where it would not have to be under excessive fills. This work cost approximately $2000.00 and is accountable for the balance of the over run on the job.

Very truly yours,

JSS:S

J. S. Sawyer,
Division Engineer

March 6, 1928.

Mr. C. E. Sawyer
Division Engineer
Orrin.

Dear Sir:

It is noted that the amount of the final estimate for the grading of the Spokane-Winchester Bay Section is approximately $14,000 in excess of the contract amount.

In view of this fact, we must request a statement setting out the conditions which have made this overrun in quantities necessary.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. E. Probert
Office Engineer

SEP:AP

#891
100E
PR128a

March 30, 1928

The Aetna Casualty & Surety Company.
Bates, Lively & Pagreon, Agents,
Yeon Building.
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 891 for the construction of the Reedsport-Winchester Bay Section of the Roosevelt-Coast Highway in Douglas County consisting of 3.29 miles of grading has been completed by the contractors, Schell & Rhodes and that final settlement will be made by the State with said contractors for work done under said contract on or after March 20th, 1928.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors in connection with this contract including this final payment will be $90,879.51 of which amount $1,078.78 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#891-108E
PR128A

BATES, LIVELY & PEARSON

GENERAL INSURANCE AGENTS

300-308 YEON BUILDING

PORTLAND, OREGON

PAUL C BATES
K V LIVELY
W.E PEARSON

January 24, 1928

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN.
FIDELITY AND SURETY
SPRINKLER LEAKAGE
PLATE GLASS
AUTOMOBILE
BURGLARY

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PERSONAL EFFECTS
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO.
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
ELECTRICAL
FLY WHEEL
ENGINE

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re: Schell & Rhodes

Dear Sir:

We are in receipt of yours of the 21st instant advising that the Hoisting and Portable Excavators, Inc. have filed a claim on this contract for rent upon air shovel used by Washburn & Hall.

We have discussed this matter with the sub-contractors and find that this is a disputed item and they presume it will have to go to court before it can be definitely determined. You can rest assured, however, that the same is being properly taken care of.

Very truly yours,

BATES, LIVELY & PEARSON

By

KVL:BVS

#891-108E
PR128A

BATES, LIVELY & PEARSON

GENERAL INSURANCE AGENTS

300-309 YEON BUILDING

PORTLAND, OREGON

PAUL C BATES
R V LIVELY
W E PEARSON

January 24, 1928

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
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ACCIDENT AND HEALTH
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OF NEW YORK
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FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
ELECTRICAL
FLY WHEEL
ENGINE

STATE OF OREGON

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re: Schell & Rhodes

Dear Sir:

We are in receipt of yours of the 21st instant advising that the Hoisting and Portable Excavators, Inc. have filed a claim on this contract for rent upon air shovel used by Washburn & Hall.

We have discussed this matter with the sub-contractors and find that this is a disputed item and they presume it will have to go to court before it can be definitely determined. You can rest assured, however, that the same is being properly taken care of.

Very truly yours,

BATES, LIVELY & PEARSON

By

KVL:BVS

#891
108E
PR128A

January 31st,1928

Robinson & Hall,
[illegible] 4th St. North,
[illegible], Oregon.

Gentlemen:

This is to notify you that we have today received an affidavit of the claim of the Existing and Portable Pavements Inc., which is for rental of an Erie Gas Air Shovel used in connection with your subcontract under Schell & Rhodes for the grading of the Lookingglass-Winchester Bay Section. The amount of this claim is $1410.15.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

L. B. Glaisyer,
Chief Clerk.

HBG:JB
cc. Schell & Rhodes,
Medford, Oregon.

January 21st,1925

Existing and Portable Excavators, Inc.
205 Labor Temple
Portland, Oregon.

Gentlemen:

This is to acknowledge receipt of your notice of claim against Washburn & Hall, subcontractors under Schnell and Rhodes, for the grading of the Reedsport-Winchester Bay Section of the Roosevelt Coast Highway in Douglas County, contract No. 231.

In compliance with this affidavit we are handing to you herewith certified copy of this contract.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

January 21st, 1928

Aetna Casualty & Surety Co.
Bates, Lively & Peterson, Agents
Yeon Building,
Portland, Oregon.

Gentlemen:

This is to inform you as surety on the bond furnished by Schell & Rhodes in connection with their contract for the grading of the Winchester Bay Section, we have today received an affidavit of the claim of the Hoisting and Portable Conveyors, Inc. against Hathaway & Hall, subcontractors under Schell & Rhodes, being for rental of an Erie Gas Air Shovel, the balance due for this rental being $1,438.15.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. R. Glaisyer,
Chief Clerk.

HRG:JB

JAN 21 1928
OREGON
STATE HIGHWAY COMMISSION

To the Oregon State Highway Commission:

Notice is hereby given that the undersigned Hoisting and Portable Excavators, Inc., 205 Labor Temple, Portland, Oregon, have a claim for rental of Erie Gas Air Shovel in the amount of $1,438.15 against the Aetna Casualty & Surety Company, a corporation, which shovel was used in connection with a certain highway contract between the Oregon State Highway Commission and Washburn & Hall, sub-contractors under Schell & Rhodes, being State Highway Contract No. 891. That said shovel was used on the Reedsport-Winchester Bay section of the Roosevelt Highway, and a full account of such rental is as follows:

March 21	- April 20, 1927		$ 750.00
May 10	- June 9 "		750.00
June 10	- June 20 "		275.00
June 21	- July 20 "	(double shift)	1,125.00
July 21	- August 20 "	" "	1,125.00
Aug. 20	- August 31 "	" "	412.50
Sept. 1	& Sept. 30 "		750.00
Oct. 1	- Oct. 31 "		750.00
			5,937.50
	Paid on account - - -		4,775.00
			1,162.50
Labor and repair work to bring shovel back to condition it was in when it went out on this job - - - - - - - - -,			275.65
	Balance in full - -		$ 1,438.15

and the undersigned does hereby claim under Section 2991, Oregon Laws, for a right of action against the above bonding company and demands a copy of the contract and bond upon which to bring action.

Dated this 20th day of January, 1928.

JAN 21 19
OREGON
STATE HIGHWAY COMMISSION

To the Oregon State Highway Commission:

Notice is hereby given that the undersigned Hoisting and Portable Excavators, Inc., 203 Labor Temple, Portland, Oregon, have a claim for rental of Erie Gas Air Shovel in the amount of $1,438.15 against the Aetna Casualty & Surety Company, a corporation, which shovel was used in connection with a certain highway contract between the Oregon State Highway Commission and Washburn & Hall, sub-contractors under Schell & Rhodes, being State Highway Contract No. 891. That said shovel was used on the Reedsport-Winchester Bay section of the Roosevelt Highway, and a full account of such rental is as follows:

March 21	- April 20, 1927			$ 750.00
May 10	- June 9	"		750.00
June 10	- June 29	"		275.00
June 21	- July 20	"	(double shift)	1,125.00
July 21	- August 20	"	" "	1,125.00
Aug. 20	- August 31	"	" "	412.50
Sept. 1	& Sept. 30	"		750.00
Oct. 1	- Oct. 31	"		750.00
				5,937.50
			Paid on account - - -	4,775.00
				1,162.50
			Labor and repair work to bring shovel back to condition it was in when it went out on this job - - - - - - - - -,	275.65
			Balance in full - -	$ 1,438.15

and the undersigned does hereby claim under Section 2991, Oregon Laws, for a right of action against the above bonding company and demands a copy of the contract and bond upon which to bring action.

Dated this 20th day of January, 1928.

HOISTING AND PORTABLE EXCAVATORS, INC.

By Irwin Baldwin President

PR# 1284

January 21st, 1928

Union Oil Company of California,
608 Yeon Building,
Portland, Oregon.

Gentlemen:

Attention: Mr. C. L. Watervik.

Replying to your inquiry of the 19th inst. regarding the F. J. Kerman contract for the Reedsport-Lakeside section, contract No. 905, wish to say that the surety on the bond furnished by Mr. Kerman is the Southern Surety Company, for whom Con. E. Dyrdahlw is the local agent, Chamber of Commerce Building, Portland, Oregon. The amount of the bond is $48,206.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Glaisyer,
Chief Clerk.

EBG:JB

IN REPLY GIVE No.

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

602-621 YEON BUILDING
PORTLAND, OREGON

January 19, 1928

State Highway Construction Engineer,
Salem, Oregon

RE: F. J. Kernan
Marshfield account

JAN 20 1928
OREGON
STATE

Dear Sir:

We anticipate selling our commodities to the above, to be used on a state highway construction job between Reedsport and Lakeside, project #1079.

Will you please advise us the name of the bonding company executing the bond covering the job, also the extent of the bond.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

C L Lostetter

WAW FM

District Sales Manager

985
Southern Surety Co.
Geo. E. Bisbee Agent
Portland
Bond $7,000.00

#891
100E
PR#128A

January [redacted]

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Schell & Rhodes on contract No. 891 for the construction of the Reedsport-Winchester Bay Section of the Roosevelt-Coast Highway in Douglas County. This payment will be made on or after January 17th, 1928.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PP-1.28.A

LORD & MOULTON

January 5, 1928

January 4, 1928

Lord & Moulton,
Lawyers,
1107 Spalding Bldg.,
Portland, Oregon

Oregon State Highway Commission,
Salem, Attention: Mr. W. P. Lord

Gentlemen:

Will you kindly arrange to advise us the name of the bonding company which signed the bond of Washburn & Hall contractors on the Reedsport-Winchester Bay section of the Roosevelt Highway?

Replying to your inquiry of the 4th instant in which you ask the name of the bonding company who signed the bond of Washburn & Hall in connection with their contract for work on the Reedsport-Winchester Bay section of the Roosevelt Highway, wish to say that we can give you no further information than was given you a few days ago and that was to the effect that Washburn & Hall were subcontractors under the original contractor, Schell & Rhodes, State Highway contract no. 691.

If any bond was given by Washburn & Hall it was given to the original contractor and we are not advised of the details for the reason that our dealings are entirely with the original contractor, whom we hold responsible for the satisfactory completion of the work and the payment of claims. As stated to you previously the bond furnished by Schell & Rhodes was written by the Etna Casualty & Surety Company, Yeon Building, Portland, Oregon

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

HBC:S

H. B. Claisyer
Chief Clerk

WM. P. LORD
ARTHUR I. MOULTON

LORD & MOULTON
LAWYERS
1107 SPALDING BUILDING
PORTLAND, OREGON

January 4, 1928

Oregon State Highway Commission,
Salem, Oregon

Dear Sirs:

Will you kind enough to advise us the name of the bonding company which signed the bond of Washburn & Hall, contractors on the Reedsport-Winchester Bay section of the Roosevelt Highway?

Thanking you, we are,

Very truly yours,

LORD & MOULTON

WPL'B

By

RECEIVED
JAN 5 1928
OREGON
STATE HIGHWAY COMMISSION

ANSWERED

Form 39—A-1861—2M—7-26.

PR 128 A

NOTICE
U. S. SAWYER

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Dec 31, 1927

Job Name Reedsport-Winchester Bay Grading

Week from Dec 25 to 31

Mail Address Winchester Bay

Highway Roosevelt Coast

Telegraph or Telephone Address " "

County Douglas Job Prefix 10PE

Express and Freight Address Reedsport

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Project completed

Working on final cut

RECEIVED
DEC 28 1927
DIVISION ENGINEER
DIVISION NO. 5

(See back of this sheet for instructions and detailed information.)

Signed P. P. Whitmore

Title Resident Engr

GRADING CONSTRUCTION

Total miles of grading on project 3.29

Miles completed 3.29

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned 3.29

Miles cross-sections completed and checked .....

Miles to be remeasured 0

Number men in Engineering Party 1

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about Complete Dec 3-27

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 1CPE *Percentage* 50

Other jobs 1OPF *Percentage* 25

Other jobs 1OPG *Percentage* 25

Other jobs ..... *Percentage* .....

PR128A

December 28, 1927

Mr. William P. Lord,
1107 Spaulding Building,
Portland, Oregon

Dear Sir:

In response to your telephone request of this date, wish to inform you that the work being done by Washburn & Hall in the vicinity of Winchester Bay is subcontract work under Schell & Rhodes, Oakland, Oregon. The contract awarded to Schell & Rhodes is for the grading of the Reedsport-Winchester Bay section of the Roosevelt Coast Highway in Douglas County, State Highway Contract #291. The Surety on the bond furnished by the contractor in connection with this work is the Aetna Casualty and Surety Company, for whom Bates, Lively & Pearson are the local agents, with offices in the Yeon Building, Portland, Oregon. We believe that this is the job which you have reference to. We have no knowledge of any other work in this particular vicinity that is being done by Washburn & Hall.

We might add that the bond above mentioned was furnished by Schell & Rhodes. As to whether or not Washburn & Hall furnished a bond on their subcontract work to Schell & Rhodes, we are not advised as this department deals strictly with the original contractor and we hold him responsible for the satisfactory completion of the job.

Should it develop, upon further investigation on your part, that the work on which the steam shovel was rented was one of Washburn & Hall's own contracts, then of course any claims would be against the bond of that particular contract. Washburn & Hall were awarded a contract for the removing of slides on the Pistol River-Chetco River section of the Roosevelt Coast Highway in Curry County, State Highway Contract #256. The Aetna Casualty and Surety Company appear as Surety on this bond. They were also awarded a contract for the grading of the Hayes Hill-Shaddock Corner section of the

of the Redwood Highway in Josephine County. The Aetna Casualty & Surety Co. again appear as Surety on the bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. M. Glaigow
Chief Clerk

EMG:S

PR128a

December 9, 1927

Brownell Slocum Insurance Agency Inc.,
400 Henry Building,
Portland, Oregon

Attention: H. C. Leigh

Gentlemen:

In response to your request of the 8th instant we are mailing to you herewith certified copy of contract originally awarded to R. E. Johnson for the surfacing of the Reedsport-Lakeside section of the Roosevelt Highway assigned to F. J. Kernan.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

...ENERAL COUNSEL
..., VICE-PRESIDENT
...ITH, VICE-PRESIDENT
...DAVIS, SECRETARY

C. S. COBB, PRESIDENT

J. H. HUCKLEBERRY, 1ST. VICE-PRESIDENT-CHIEF COUNSEL
J. T. SUGGS, VICE-PRESIDENT-ASST. CHIEF COUNSEL
ROY ARMSTRONG, VICE-PRESIDENT
J. T. PRICE, TREASURER
W. W. POWELL, VICE-PRESIDENT

SOUTHERN SURETY COMPANY

HOME OFFICE - DES MOINES, IOWA

Portland, Ore., Dec. 8, 1927.

Oregon State Highway Commission,
Attention Roy Klein,
Salem, Oregon

Gentlemen:

Please furnish us with a certified copy of the contract entered into by H. E. Johnson and Harold Blake for the furnishing of material and surfacing of the Reedsport-Lakeside Section of the Roosevelt Highway, together with a copy of the assignment of this contract to F. J. Kernan. A copy of the contract and the assignment was not provided for the Surety Company and they now insist on having one.

If any charges are entailed in the making of this copy, please bill us and remittance will be made at once.

Your early compliance with this request will be deeply appreciated.

Very truly yours,

HCL:B

BROWNELL SLOCUM INSURANCE AGENCY INC

By H. C. Leigh

PIR 128A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

November 7, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
NOV 9 1927
STATE OF OREGON

Dear Sir:-

We enclose herewith one copy of executed modified project agreement and certificate covering Oregon Federal aid project No. 128-A, Reedsport-Winchester Bay section of the Roosevelt Coast Highway in Douglas County.

Yours very truly,

C. H. PURCELL,
District Engineer,

By [signature]
Assoc. Highway Engineer.

a4PR
688

Oregon Federal Aid Project No. 126, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 11, 1926, by the State Highway Commission of Oregon, and on October 4, 1926, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 126, Section A; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for Section A of said project to provide for the construction of crushed rock wearing surface over the entire length thereof; and by reason thereof has requested that the estimate of cost approved for said Section A be increased from $84,150.00 to $115,440.60, and that the Federal funds approved and set aside to the credit of said Section A be increased from $50,490.00 to $60,133.80;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for Section A of said project be revised in the manner above indicated and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates, and the sum of sixty thousand, one hundred thirty-three and 50/100 dollars ($60,133.50) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of sixty thousand, one hundred thirty-three and 50/100 dollars ($60,133.50), certified to the Secretary of the Treasury as above mentioned, being not more than 52.25 per cent of one hundred fifteen thousand, four hundred forty and 60/100 dollars ($115,440.60), the approved total estimated cost of Section A of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 15th day of September, 1927, and the Secretary of Agriculture on the 13th day of October, 1927.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

R. H. Lunlap
Acting Secretary of Agriculture

126

Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 291 at the town of Winchester, and survey station 472+50 near the west limits of the town of Reedsport,

locally known as the Reedsport-Winchester Bay Section of the Roosevelt Coast Highway, Douglas County, and designated in the records of this Department as Section A of Project No. 128, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $115,440.60 in lieu of the $50,490.00 approved by Certificate of October 4, 1926, as the total estimated cost of Section A of said project, and the sum of $60,133.50 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed 52.25 per cent of said total estimated cost.

Done at the city of Washington, this 13th day of October one thousand nine hundred and Twenty-seven, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
ACTING *Secretary of Agriculture.*

128.

GOVERNMENT PRINTING OFFICE 3—4830

October 23, 1937

Mr. F. J. Korman,
Reedsport, Oregon.

Dear Sir:

In response to your request of the 21th instant, we hand to you herewith a copy of the contract awarded to H. E. Johnson for the surfacing of the Reedsport-Lakeside Section of the Roosevelt Coast Highway in Douglas and Coos Counties, which contract was later assigned to you.

This contract is not an executed copy. An executed copy will be furnished as soon as same is received from Mr. Bowers, our Attorney. In the meantime, enclosed copy we trust will be satisfactory for your present purposes.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. R. Glaisyer
Chief Clerk

ERG:LB

Encl (1)

RECEIVED
OCT 29 1927
STATE OF OREGON
STATE HIGHWAY COMMISSION

Reedsport, Oregon,
Oct. 28, 1927

Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Re. Reedsport-Lakeside Contract.

Dear Sir:

May I not have a copy of the State Highway contract. I returned the one I had to Mr. Devereaux, the State Attorney. I need a copy to get my prices, rules, etc.

Very truly yours,

F. J. KERNAN
DK

FJK:DK

ANSWERED
H. B. G.

#985
10 PG

PR# 128A

October 12th, 1927.

Mr. F. J. Kerman,
c/o Umpqua Dredging and Construction Co.
Reedsport, Oregon.

Dear Sir:

Replying to yours of October 10th, wish to say that estimates for your work will be made up on the 15th of each month. The resident engineer mails these into the Salem office as soon as he possibly can after the 15th. They are approved by the division engineer and an estimate voucher prepared by our auditor. The voucher is then mailed to you for execution and then signed by the State Highway Commission and presented to the Secretary of State, who issues the warrant to cover the amount of the estimate. This probably takes approximately two weeks so that you can figure receiving a check to cover your month's work any time after the first of the succeeding month.

You will appreciate that occasionally delays are caused in following the necessary procedure as outlined above, so that sometimes it may be at least three weeks before you receive your check. We try to expedite things as much as possible, however, so as we see the contractor receives his money for work performed as soon as possible after the estimate date. Checks for work under your contract will be made out in this way and will be mailed direct to you.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG JS

UMPQUA DREDGING AND CONSTRUCTION CO.

INCORPORATED

SALVAGING, DIKING, TIDE BOXES, BULKHEADS,
ROAD BUILDING, SAND AND GRAVEL

REEDSPORT, OREGON Oct. 15, 1927.

Roy Klein, Engineer,

Salem, Ore.

Dear Sir:

Regarding my contract with the State Highway Commission taken over from E.E.Johnson.

I understand that the estimate is closed on the 15th of each month, and taken up at the Highway meeting. Will you kindly advise me as to when I may expect my check each month. Would also like to know if this is so arranged now that the check will be payable direct to me.

Please advise.

Very truly yours,

F.J. KERNAN

FJK:DK

ANSWERED
H. B. G.

PR 128 A

Reedsport-Lakeside, Surfacing

Item No.	Item		Unit Price	Amount
1.	Sub-base Course Surfacing	5,600 cu.yds		
	For -	per cu.yd	$ 2.30	$ 12,880.00
2.	Base Course Surfacing	12,000 cu.yds		
	For -	per cu.yd	$ 2.65	$ 31,800.00
3.	Top Course Surfacing	12,000 cu.yds		
	For -	per cu.yd	$ 2.85	$ 34,200.00
4.	Base Course Maint Matls at Site #1	700 cu.yds		
	For -	per cu.yd	$ 1.60	$ 1,120.00
5.	Top Course Maint Matls at Site #1	2,500 cu.yds		
	For -	per cu.yd	$ 1.80	$ 4,500.00
6.	Base Course Maint Matls at Site #2	300 cu.yds		
	For -	per cu.yd	$ 2.80	$ 840.00
7.	Top Course Maint Matls at Site #2	1,000 cu.yds		
	For -	per cu.yd	$ 3.00	$ 3,000.00
8.	Base Course Maint Matls at Site #3	400 cu.yds		
	For -	per cu.yd	$ 2.60	$ 1,040.00
9.	Top Course Maint Matls at Site #3	400 cu.yds		
	For -	per cu.yd	$ 2.80	$ 1,120.00
10.	Base Course Maint Matls at Site #4	600 cu.yds		
	For -	per cu.yd	$ 2.60	$ 1,560.00
11.	Top Course Maint Matls at Site #4	600 cu.yds		
	For -	per cu.yd	$ 2.80	$ 1,680.00

PR#-128A

PPC

Reedsport-Lakeside, Surfacing #2

Item No.	Item	Unit Price	Amount
12.	Filler 3,000 cu.yds For - - - - - - - - - - - - - - - - - - per cu.yd	$ .40	$ 1,200.00
13.	Filler Haul 8,000 yd.mi. For - - - - - - - - - - - - - - - - - - per yd.mi.	$ .20	$ 1,600.00

Total Amount of Bid . . . . . $ 26,540.00

Form 33—A-1861—2M—7-36.

PR # 12 : A

OF STATE HIGHWAY DEPARTMENT

NOTED
State Highway Engineer
N. C. FREEMAN
U. S. SHIELDS

FIELD ENGINEER'S WEEKLY REPORT

Date Sept 10, 1937

Job Name Surfacing
Reedsport - Fairview

Week from Sept 4 to 10

Mail Address Winchester Bay

Highway Roseburg - Coos

Telegraph or Telephone Address " "

County Douglas Job Prefix 16 F 6

Express and Freight Address Reedsport

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Patrolling and finishing from north end of job at Reedsport to ½ mile south, Friday Sept 9th

Worked Friday and Sat with blade on sub grade.

Used a Euclid one-man Grader & Fordson tractor combination with scarifier attachment & blade.

Worked fairly well on section started on subgrade

Efficiency of this machine questionable for the work of harrowing surfacing materials in quantities as scheduled to complete the job on time.

Sub Contractor Kerman said he had two new trucks of two cu yd hauling capacity available for starting hauling Sept 12.

(See back of this sheet for instructions and detailed information.)

Signed P. P. Whitmore

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 11.32

Miles completed 0

Miles partially done 0

Average daily yardage placed this week 0

Average daily yardage necessary to complete on time 750

Contractor's average force for week 3 men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about Oct 31 1926

Number of men in Engineering Party 1

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 10 P G *Percentage* 15

Other jobs 10 P E *Percentage* 60

Other jobs 10 P F *Percentage* 25

Other jobs ..... *Percentage* .....

FP-128A

August 17th, 1937

Northern Accident and Indemnity Company
c/o Scott, Dalton & Lowry, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find original copy of contract executed to L. L. Johnson by the State Highway Commission on July 26, 1937, being contract No. 906, covering 11.92 miles surfacing of the Reedsport-Gardiner Section of the Roosevelt Coast Highway in Douglas and Coos County.

This copy is for your records and files as you agreed as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. K. Gladeyer,
Chief Clerk.

HKG:JB

July 18, 1927 FR 128-A

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 5900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate and unit price analysis, four copies of special provisions, four copies of typical surfacing section and four copies of sketch map for the surfacing of the Roosevelt Coast Highway between Reedsport and Lakeside, Oregon Projects 128-A and 128-B. Bids for the surfacing of both projects under one contract are to be received on July 28.

On account of the fact that just one contract will be awarded for both projects, we have combined the various exhibits required. The estimates for each project will be rendered separately, however, when the contract is awarded.

Also, we are sending to you under separate cover four blue print sets of plans covering the extension of project 128-B south to Station 72. This station is the south limit as originally included in the project statement.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

Enclosure

Highway Department — Projects No. 128 A & B

REEDSPORT-LAKESIDE SECTION OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS AND COOS COUNTIES

(Estimate with Special Provisions for Surfacing. Not as Basis for Modified Agreements)

Salem, Oregon, July 14, 1927.

5,000 cu.yds	Sub-base Course Surfacing	$ 2.35	$13,100.00
12,000 cu.yds	Base Course Surfacing	2.60	32,200.00
12,000 cu.yds	Top Course Surfacing	2.80	34,600.00
5,000 cu.yds	Filler	.40	1,200.00
8,000 yd. mile	Filler Haul	.20	1,600.00
	Sub-total		$ 82,900.00
	10% Engr. & Cont.		8,292.00
	Total		$ 91,212.00

Length of Reedsport-Winchester Bay Section - 3.221 Miles
Length of Winchester Bay-Lakeside Section 8.017 " (revised)

Length of both sections - 11.238 Miles

Average cost per mile for surfacing - $ 8,116.38

State Funds Available	$ 41,565.74
F. A. Requested, Reedsport-Winchester Bay	8,662.17
F.A. Requested, Winchester Bay-Lakeside	39,984.09
	$ 91,212.00

UNIT PRICE ANALYSIS - Both Projects Advertised as one job

Royalty	$ .10
Crushing and Screening	.70
Freight	.08
Screw hauling & reloading	.55
Hauling (3.5 Mi. @ $ .20)	.70
Placing & finishing	.30
	$ 2.43
15% Profit	.36
Est. bid price	$ 2.79 (20¢ differential base and top)

PR-12EA

June 8, 1927.

Mr. M. B. Van Duzer,
State Highway Commissioner,
455 Grand Avenue,
Portland, Oregon.

Dear Sir:

In answer to your memorandum inquiry regarding progress on the Reedsport-Winchester Bay project, would say that I also received a clipping from the Reedsport paper which criticised the contractors' operations and the progress which was being made.

This job has not progressed as fast as we would like to have seen it and the road is blocked off now and will be for some little time yet. However, this having been a dirt road, it was unusable in the winter time, and with the very bad weather conditions which have been prevalent this spring, the old road would probably hardly yet have been open for uninterrupted traffic.

Winchester Bay, as you know, is on the river and is reached by water transportation so that the residents have means of ingress and egress the entire year. Most of the people who live there work in one of the Winchester Bay Logging Company camps and Mr. Hubbard told me a few days ago that he was not agitating the early opening of the road as he knew of the conditions under which the work was being done.

It should be said that the contractors are in the summit cut and are working to a face, hence it is impossible with reasonable expenditure to maintain traffic. It is felt also that to attempt to maintain traffic would seriously inconvenience and delay the contractors. The contractors are operating a steam shovel and four trucks and are making probably as fair progress as could be expected. The material is a very hard blue sandstone which requires shooting and breaks up in large chunks, difficult to handle. They have also been up against severe weather conditions.

A large part of the light work is done and as soon as the weather settles, the contractor will bring in a number of teams to finish this up, but the key to the whole situation, as stated above, is the summit cut.

Stated briefly, we feel that the contractors at the present time are doing reasonably well and people will just have to be patient.

Very truly yours,

State Highway Engineer.

DAW:MT

Form 39—A-1861—3M—7-26.

PR 128A

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Dec 11, 1926, 192

Job Name Winchester Bay — Lakeside Grading

Week from Dec 5 to Dec 11

Mail Address Winchester Bay

Highway Roosevelt Coast

Telegraph or Telephone Address "

County Douglas Job Prefix 10 P E

Express and Freight Address Reedsport

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor grading Sta 160 to 190 in Coos County

" " " 65 to 85 in Douglas "

" " " 105 to 115 " " "

" Clearing from south end of job to Sta 140 near Clear Lake

Party x-sectioning and setting right of way stakes.

(See back of this sheet for instructions and detailed information.)

Signed P. P. Whitmore

Title Resident Engineer

1 ..... R.R.

GRADING CONSTRUCTION

Total miles of grading on project 6.92

Miles completed 0

Miles completed except finishing 0

Miles covered by contractor's forces grading 1.0 clearing 4.0

Miles cross-sectioned 1.75

Miles cross-sections completed and checked 0.25

Miles to be remeasured 6.92

Number men in Engineering Party 3

Contractor's average force for week 60 men,

20 teams, 1 donkey steam shovels

Grading work will be completed about Oct 31, 1927

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 10 PF Percentage 100

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

PR 128 A

Oregon State Highway Commission

FIELD ENGINEERS WEEKLY REPORT

Winchester Bay to Lakeside — Grading — Dec 4, 1926.

Roosevelt Coast Hogiway — Week from Nov 28 to Dec 4, 1926.

Douglas County — Job 10 P. E. — Mail address Winchester Bay.

Express and freight —Reedsport.

Contractor grading station 65 to 80 Douglas County

" " " 180 to 190 Coos

" Clearing " 0 at Coos County Line to Sta 120 near Clear Lake

Scharmmidt and Baker grading station 110 to 115

Party x- sectioning, staking right of way, referencing line, etc.

Resident Engineer.

RECEIVED DEC 9 1926

Total miles of grading on project 6.92

" completed 0

" " except finishing 0.2

" covered by contractors forces 2.0

" x-sectioned 1.5

" " completed and checked 0

" to be remeasured 6.92

Number of men in engineering party 5.

Contractors average force for week 50 men
20 teams
1 donkey

Grading work will be completed about Oct 31, 1927.

Distribution of time

This job 10 P F 100%

PR 128 A

Oregon State Highway Department

FIELD ENGINEERS WEEKLY REPORT

Reedsport - Winchester Bay — Dec 4, ~~Nov 27~~, 1926

Nov 28 to Dec 4, 1926.

Grading — Week from ~~Nov 21 to Nov 27~~,

Roosevelt Coast Highway — Mail adress — Winchester Bay "

Douglas County Job 10 P.E. — Express and Freight — Reedsport "

Contractor excavating and building forms for 3x3 box culvert at Sta 402-40.

" clearing with crew and donkey sta 350 to 390.

" moving in dragline equipment to summit work Sta 401 to 415.

Resident Engineer on inspection at box culvert and officeand field work on this and other job. Chainmen working on other job.

P. P. Whitmore

Resident Engineer.

RECEIVED
DEC 8 1926

Total miles grading on project 3.29

Miles completed 0.

" " except finishing 1.5

" covered by contractors forces Clearing 5.29
Grading 2.1

" x sectioned 2.1

" x sectioned completed and checked 1.0

" to be remeasured 2.5

Number of men in party 5

Contractors average force for week 20 men
2 teams
1 donkey

Grading work will be completed about June 30, 1927.

Distribution of time

10 P E This job 50%

15 P F Other " 50%

PR 128-A

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

October 18, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project No. 128-A, Reedsport-Winchester Bay section of the Roosevelt Coast Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By A. J. Moore
Acting

Aug pr 688

Form P. R. 2

State ..... Oregon .....

Project No. 128, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 11th day of September, 1926

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 2nd day of February, 19 26, a project statement, which was approved by the Secretary on the 31st day of March, 1926, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 21st day of June 19 26, and approved by the Secretary on the 4th day of October, 1926; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of fifty thousand, four hundred ninety and 00/100

Section A of

dollars ($ 50,490.00) as the share of the United States payable under said act on account of said project, which does not exceed 42.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from sale of bonds authorized by Legislature under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department)

*(c) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(d) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 291 at the town of Winchester, and survey station 472+50 near the west limits of the town of Reedsport,

..... terminal points, a distance of 3.221 miles, known locally as the Reedsport-Winchester Bay Section of the Roosevelt Coast Highway,

Douglas County, being Section A of Oregon Federal Aid Project No. 128.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

~~(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.~~ STRICKEN OUT

(b) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(c) The Highway Department hereby agrees that, immediately upon the completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(d) The Highway Department hereby agrees that it will construct a connection between the northerly end of this project and the streets of Reedsport on a location and of a standard satisfactory to the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed (a) the said sum of fifty thousand, four hundred ninety and 00/100 ..... dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of eighty-four thousand, one hundred fifty and 00/100 ..... dollars, the approved total estimated cost of Section A of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county) of ..... (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ **18,675.00** per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917, Chapter 237, Laws of 1917.** (Include reference to statute authorizing funds and probable amount annually available)

.....

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorising funds, probable amount annually available, and how will be placed under direct control of Highway Department)

.....

*(*b*) By the ..... upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorising funds and probable amount annually available)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 4th day of October, 1926

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By [signature]
Chairman, State Highway Commission
(Title of officer)

By .....
Member, State Highway Commission
(Title of officer)

[SEAL] By [signature]
Member, State Highway Commission
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL] [signature]
ACTING Secretary of Agriculture.

STRICKEN OUT

OREGON STATE HIGHWAY DEPARTMENT
PROJECT NO. 263
AUTHORITY
AGREEMENT

Form PR. 2—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 291 at the town of Winchester, and survey station 472+80 near the west limits of the town of Reedsport,

locally known as the Reedsport-Winchester Bay Section of the Roosevelt Coast Highway, Douglas County, and designated in the records of this Department as Section A of Project No. 128, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 84,150.00 as the total estimated cost of Section A of said project, and the sum of $ 50,490.00 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 4th day of October one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
ACTING *Secretary of Agriculture.*

GPO 8—4239

10 — 1
PR 128 A

Sept. 29, 1926

NOTED
State Highway Engineer

Honorable County Court of Douglas County
Roseburg, Oregon.

ATTENTION GEORGE GUIER
County Judge of Douglas County

Gentlemen:

We are mailing you today under separate cover Blue Print map scale 1" - 400' of the Winchester Bay-Coos County Line section of the Roosevelt Coast Highway which has been revised to date with a minimum 80 ft. width right of way and varying in many places to a wider width.

It is our understanding after having discussed the matter with yourself and Mr. Frear, that a 60 ft. right of way on the old survey had been secured and established several years ago. The new revised survey is coincident with the old line in many places, but in other places has been revised considerably and is as much as several hundred feet away from the old line.

We presume it will be necessary in order to make a clear record of this matter to start a new proceeding or re-establish by resolution from station 221+00 at Winchester Bay to the county line. It may be possible that instead of securing this additional right of way by the resolution method, you may see fit to negotiate with the several owners independently; in which case, it will of course be necessary for us to furnish descriptions over and across each ownership. We will be very glad to work up these descriptions for you providing you desire them.

The contract for this section was awarded to Mr. E. L. Gates, yesterday by the Commission at a very favorable figure. Mr. Gates advises that he expects to start some operations immediately, and in view of this, we suggest that you make this right of way matter a first order of business.

Yours very truly,

ROY A. KLEIN
State Highway Engineer.

By
J. S. Sawyer
Division Engineer

c.c. Mr. Ed Weaver, Roseburg, Ore.
c.c. Mr. C. E. Beakley, Roseburg, Ore.
C. C. Mr. F. C. Frear, Roseburg, Ore.
c.c. Files

eq 1252

July 16, 1926.

Aetna Casualty & Surety Company,
Yeon Building,
Portland, Oregon.

Gentlemen:

Attached please find a copy of contract No. 891 covering the construction of 3.29 miles of grading on the Reedsport-Winchester Bay Section of the Roosevelt Coast Highway in Douglas County, awarded to Schell & Rhodes on June 24, 1926.

This copy is for your records and files as surety on the bond furnished in this instance.

Very truly yours.

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

LM
Encl.

OQ 1282

July 14, 1926.

County Court of Douglas County,
Roseburg, Oregon.

Gentlemen:

In connection with the contract for the construction of the Reedsport-Winchester Bay Section of the Roosevelt Coast Highway, which was recently awarded to Schell and Rhodes of Oakland, Oregon, the Douglas County is cooperating in the cost of this work to the extent of 33-1/3 per cent. We have prepared a form of resolution, four copies of which are enclosed herewith, covering the cooperation of Douglas County and the State Highway Commission in the cost of this construction work. It is respectfully requested that your honorable body sign all four copies and return three of them to this office for our records and files. The fourth copy you may retain for your records.

It is also respectfully requested that you make this resolution as a matter of record in the minutes of your County Court proceedings.

Thanking you, we are

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

hbg/er

enclosure

June 30, 1926. FR 128-A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 29th inst., relative to plans for box culverts under high fills on the Reedsport-Winchester Bay Section, Oregon Project No. 128-A.

This matter has been referred to our Bridge Department, and the plans for the structures will be submitted to you direct by them.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dict by J. W. DeSouza.AP

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

June 29, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to plans for Oregon 125-A, Reedsport-Winchester Bay Section, it is noted that there are two culverts to be constructed under high fills.

It will be necessary to submit plans for these structures.

Very truly yours,

C. H. PURCELL, District Engineer,

By A. F. Morris Acting.

402 +5'-1 - 3 x 3 Box Cv - 208'
441 3 x 3 " 28' 120'

June 30, 1936.

FE 128-A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement covering the Reedsport-Winchester Bay Section, Oregon Project No. 128-A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeBrum/AP

Encl.

Oregon State Highway Department — Project No. 128-A

REREPORT--WINCHESTER BAY SECTION OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on Contract Prices.)

Salem

Salem, Oregon, June 30, 1926.

All Required	Clearing and Grubbing		$ 12,[illegible]
30,000 cu.yds	Common Excavation	.45	13,500.00
45,000 cu.yds	Intermediate Excavation	.45	20,250.00
25,000 cu.yds	Solid Rock Excavation	.60	15,[illegible]
250,000 yi.stn	Overhaul	.03	7,[illegible]
580 lin.ft	18" Concrete Pipe	3.00	1,740.00
220 lin.ft	24" Concrete Pipe	4.00	[illegible]
200 lin.ft	36" Concrete Pipe	7.00	1,400.00
150 cu.yds	Class "A" Concrete	25.00	3,750.00
14,000 lbs	Metal Reinforcement	.07	[illegible]
	Sub-total		$ 78,[illegible]
	10% Engr. & Cont.		7,[illegible]
			$ 84,150.00

Length of Project 5.221 Miles

Cost per mile $26,125.42

State Funds Available $ 33,600.00

Federal Aid Requested 50,450.00 (60%)

$ 84,150.00

Form 39—29449—2 M—10-25.

PR-125A

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Sept 11 192 4

Job Name Reedsport Winchester Bay Grading

Week from Sept 5 to 11

Mail Address Winchester Bay

Highway Roosevelt Coast

Telegraph or Telephone Address " "

County Douglas Job Prefix 10 PE

Express and Freight Address Reedsport

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Two days on this job. Y sections and set slope stakes and staked culverts and Reedsport Water Pipe line revision at Sta 402 to 409 and started some men digging trench for new pipe line

Contractor clearing all along the job and grading between (291 and 315) and (415 and 440) and excavating for 3x3 box at 440+80

RECEIVED
SEP 15 1926

(See back of this sheet for instructions and detailed information.)

Signed P. P. Whitmore

Title Res Engr

Office.

GRADING CONSTRUCTION

Total miles of grading on project 3.29 miles

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces 2.7 grading 3 clearing

Miles cross-sectioned 0.8

Miles cross-sections completed and checked 0.5

Miles to be remeasured .....

Number men in Engineering Party 4 Part time office work

Contractor's average force for week 50 men,

25 teams, ... steam shovels

Grading work will be completed about June 30-1927

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 10 PE ..... *Percentage* 30

Other jobs 10 VT ..... *Percentage* 70

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Office.

June 25, 1926.

FH 128-A

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 22d inst., relative to location at the north end of the Reedsport-Winchester Bay Section, Oregon Project No. 128-A.

This matter was discussed over the telephone with Mr. Seofield this morning, and this letter is written as a confirmation of what was told him. Upon looking over the plans it appears desirable for us to conform with your suggestions by ending the federal aid project at Station 473+50 instead of at Station 476+30. Extending the project this far back would allow the use of about a five degree curve in order to tie in with the centerline of Winchester Avenue in case that location is adopted in the future.

However, our proposals for this work describe the project as ending at 476+30, as is indicated on the federal aid plans. It seems desirable to leave the terminus of the project at this point, and to write up the contracts for the work in the same manner. It probably will be necessary during the course of construction to make some kind of a tie with the city street at Winchester Avenue. If we were to make the end of the contract at Station 473+50 this would leave work to be done by the contractor outside of the limits of the contract, and from our standpoint, this would be a very undesirable feature.

We trust that this method of handling the project will be found satisfactory by you.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

CC Mr. J. S. Sawyer, Div. Engr.

Office.

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

June 22, 1926

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We have received from your office plans for Oregon 128-A, Reedsport-Winchester Bay Section of Roosevelt Coast Highway.

It is noted that while the project is shown as ending at the south or west corporate limits of Reedsport, the line is projected ahead from that point through "Reedsport Addition" on the location of the line along the west bank of Schofield Creek, as further indicated by the sketch map on the title page of the plans.

You will recall that before the project statement for this project was recommended for approval by this office we requested that the portion north or east of Station 476 + 30 be excluded from the project for further study as to the proper routing beyond this point.

The plans as submitted would, by inference at least, commit us to a choice of routes, which we are not at this time prepared to make. We believe therefore that the project should end far enough back of the city limits of Reedsport to admit of a future choice of routes without prejudice to either at this time.

Since traffic from Reedsport to Winchester Bay must have access to the project by means of the streets of the town, we would suggest that the project be ended at the intersection of the center line of Winchester Avenue and the center line of the highway, providing at least a temporary connection with the

street.

As bids are to be received on June 24th we would be pleased to have your views on the matter prior to that date.

Very truly yours,

C. H. Purcell,
District Engineer

[signature]
Acting

pp 12 TA

June 15, 1926.

Bureau of Public Roads
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four copies of special provisions and six copies of estimate covering the Reedsport-Winchester Bay Section, Federal Aid Project 128-A.

Four blue print sets of plans are today going forward to you under separate cover. The cross-sections are being sent to us from the field, and will be forwarded when received.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. E. Probert
Office Engineer

Dict by J. W. DeSouza/AP

Encls.

Oregon State Highway Department

Project No. 128-A

REEDSPORT-WINCHESTER BAY SECTION OF THE ROOSEVELT COAST HIGHWAY IN DOUGLAS COUNTY

Salem, Oregon, June 14, 1926.

All Required	Clearing and Grubbing		$ 15,500.00
30,000 cu.yds	Common Excavation	.40	12,000.00
45,000 cu.yds	Intermediate Excavation	.60	27,000.00
25,000 cu.yds	Solid Rock Excavation	1.00	25,000.00
250,000 yd.sts.	Overhaul	.03	7,500.00
580 lin.ft	18" Concrete Pipe	1.50	870.00
220 lin.ft.	24" Concrete Pipe	2.50	550.00
200 lin.ft.	36" Concrete Pipe	4.00	800.00
130 cu.yds	Class "A" Concrete	25.00	3,250.00
14,000 lbs	Metal Reinforcement	.10	1,400.00
		Sub-total	$ 93,870.00
		10% Engr. & Cont.	9,387.00
			$103,257.00

Length of Project - 3.228 miles

Cost per Mile - $45,288.15

State Funds Available - $42,974.10

Federal Aid Requested - $60,282.90 (58.38141%)

$103,257.00

CONTRACT # 892, 896,
917, 981, 987,

PR 129-C Garibaldi-Hobsonville 1926-1929

892, 896, 917, 981, 987

PR 129C

September 14, 1939

Newport Construction Co.,
817 Exchange Building
Portland, Oregon

Attention: Robert Brooks
Secretary

Gentlemen:

[illegible] your kind [illegible]
[illegible] final estimate on the
[illegible] through the department in
[illegible] on towards us.
[illegible] final voucher and returned
[illegible] imagine the check on someone's
[illegible] and we think a little attention
on your part will be necessary to start it on
its way.

Replying to your letter of the 15th instant concerning payment for the final estimate on your Schlatter-Gaily, Garibaldi surfacing contract, wish to say that, in conformance with our usual practice, 10 days notice of this payment [illegible] Construction Co. given the surety on your bond, which accounts for the fact that you have not yet received the warrant.

By [illegible] Secretary.

This 10 day period has now elapsed and the warrant will be mailed to you today provided it is delivered to us by the Secretary of State. In any event you should receive this warrant within the next three or four days.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

S

[illegible] the warrant [illegible]
[illegible] mailed to you

#987

Newport Construction Co.

RAILROAD and HIGHWAY CONTRACTORS

ROCKCRUSHING and IRRIGATION WORK

Skill, Integrity Responsibility

317 Exchange Bldg. Portland, Ore.

H. R. Newport
President - Treasurer
Robt. Brooke
Secretary

Incorporated 1904
Telephone
Broadway 8252

Sept.13,1929

Roy A.Klein,
State Highway Engineer,
Salem,Oregon.

Dear Sir:

We would like to have your kind assistance in working the check for final estimate on the Mohler-Garibaldi Surfacing through the department in which it may be reposing and on towards us.

We have signed the final voucher and returned it to your office. We imagine the check on someone's desk in the State House and we think a little attention on your part is all that is necessary to start it on its way.

Thanking you in advance we are

Yours respectfully,

Newport Construction Co.

By Robt. Brooke, Secy.

[illegible] is not ready.

amt - $4949.11 [illegible]

[illegible]

ANSWERED
H. B. G.

PR129C

Form 89—C-9210—1M—7-28.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Jan 28, 1929

Job name Newport-Yaquina Surfacing and Plant — Week from Jan 21 to Jan 26

Highway Coast — Mail address Roseburg

County Tillamook — Job prefix 2984 — Telegraph or telephone address —

Express and freight address —

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Plant ran all week averaging 200 cy per day. Rock was of good quality all week. Will be able to get nine good weeks run out of the quarry as planned. There are several thousand cy yet remaining on the job to move the plant.

Weather was cold and rainy all week.

The coming week will probably complete the job.

RECEIVED
FEB 2 1929
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed D. C. Emerson

Title Div Engr.

Form 39—A-1861—2M—7-26.

PR 129 E

O[illegible]N STATE HIGHWAY DEPARTM[illegible]

GRADING CONST[illegible]N

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project 21000 ✓

Cubic yards produced to date on road 5528 Stock Piles 13529

Average daily yardage produced this week 200

Average daily yardage necessary to complete on time .....

Contractor's average force for week 10 men,

..... teams, 2 trucks

Project will be completed about Feb

Number of men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

[illegible] SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 29PH *Percentage* 100
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

Form 39—A-1861—2M—7-26.

PR 129 E

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date August 6, 1928

Job Name Wilson-Siuslaw

Week from July 21 to August 4

Mail Address Reedsport

Highway Roosevelt Coast

Telegraph or Telephone Address "

County Tillamook Job Prefix 29PH

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Haidan plant from sta 1118 - 1315. Ran test from sta 1842-1883 and tracked for two days.

Instructed JM Dimpfl to get his grader from Portland as soon as central decorated & put up with the amount of fills used without water. Instructed grader to complete rock trimming 2nd time over.

JM Clark and welder went over Wilson on Thursday.

RECEIVED
AUG 8 1928
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed H. Johnson

Title Res Engr.

Form

P 19 129c

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 9.82

Miles completed 6.0

Miles partially done 9.4

Average daily yardage placed this week 4:5

Average daily yardage necessary to complete on time —

Contractor's average force for week 30 men,

13 teams, ... trucks

Percentage of total required yardage now in place 94.7 %

Surfacing will be completed about Aug 10th

Number of men in Engineering Party 3 checkers

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 27 F H Percentage 100

Other jobs 27 P E Percentage 32

Other jobs 27 D K Percentage 34

Other jobs ..... Percentage .....

Form 30—87305—426—8-36.

P19 129C

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Sept 4, 1936

Job Name Widening & paving at Haddon Point Curve

Week from Aug 24 to Sept 12

Highway Roosevelt

Mail Address Neskowin Ore

County Tillamook Job Prefix 2904

Telegraph or Telephone Address

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Gordon Lewis Crew worked this week at Haddon Point widening & completed as much as possible on Friday afternoon moved back to Neskowin to widen & pave Neskowin overhead crossing and approaches.

Natural from Haddon Point was used between the bent and the rock for widening shoulders.

Saturday rec'd on shoulders on the Neskowin section.

(See back of this sheet for instructions and detailed information.)

RECEIVED SEP 12 1936 OREGON STATE HIGHWAY COMMISSION

Signed A. E. Lukenbaugh

Title Res Engr

Form 30—27005—(2)—9-35.

PR 1290

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .. ..

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

RESURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Form 30—37305—425—9-38.

PR 129C

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Aug 27, 1938

Job Name Tillamook Extension

Week from Aug 19 to Aug 25

Mail Address Portland

Highway Pacific

Telegraph or Telephone Address

County Tillamook Job Prefix 3024

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Gordon Shovel Crew commenced new excavation to Nehalem River on Monday and during balance of week cleared up Remaining slide from Roadway widening to Brighton and moved down to Gaddus Point quarry on Saturday PM to Gordon Roadbed Quarry.

(See back of this sheet for instructions and detailed information.)

RECEIVED
AUG 29 1938
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STATE HIGHWAY COMMISSION

Signed E. E. Johnson

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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TIME SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Form 39—A-1861—2M—7-26.

PR 1298

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 28th 27 192

Job Name Wheeler - Mohler

Week from " 23rd to 28th inc.

Mail Address Rockaway

Highway Roosevelt Coast

Telegraph or Telephone Address "

County Tillamook Job Prefix 29PE

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

No work done on this project for week ending the 23rd, account heavy rains.

Hausers shovel moved into Olds pit Friday the 27th.

(See back of this sheet for instructions and detailed information.)

Signed A. J. Olsen

Title Div. Gen. Engr.

Form 18—R-5908—1[illegible]

GRADING CONSTRUCTION

Total miles of grading on project 1 1/4

Miles completed 0

Miles completed except finishing 0 70

Miles covered by contractor's forces 0

Miles cross-sectioned 1 40

Miles cross-sections completed and checked —

Miles to be remeasured 1 40

Number men in Engineering Party .....

Contractor's average force for week 0 men,

..... teams, ... steam shovels

Grading work will be completed about June 30th 27

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Form 39—B-5202—1M—5-27.

PR 129F

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date March 12th 28, 192

Job Name Rockaway-Garibaldi
4.36 mi surfacing
Highway Roosevelt Coast
County Tillamook Job Prefix 29PG

Week from " 5th to 11th inol
Mail Address Rockaway
Telegraph or Telephone Address "
Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractors forces of 50 men,four teams and three shovels, worked as follows:

D2 shovel at station 644,worked seven days with Dinkey and two cars.Due to soft track account of heavy rains ,progress was slowed up to an average of approximately 200 cu yds per shift.

NW shovel in back of the USCG station 602,worked four days and lost three days account of break downs.Progress at this shovel is very slow,due to large rock requiring chains and chokers to load.Average output of approximately 50 cu yds per shift.

Thew shovel at sta 571 is making very good progress,cleaning up and finishing grade in back of the masonry wall.This shovel worked two days on the west side of the SPTracks cleaning up the right of way and worked five days in back of the masonry wall.

Crew of 18 men,four teams and one ford truck worked six days finishing and fine grading between station 555 and 571.

(See back of this sheet for instructions and detailed information.)

Signed J. Olsen

Title Asst. Engr.

GRADING CONSTRUCTION

Total miles of grading on project 4 36

Miles completed 2 00

Miles completed except finishing 0 50

Miles covered by contractor's forces 2 36

Miles cross-sectioned 4 36

Miles cross-sections completed and checked 2 00

Miles to be remeasured 2 36

Number men in Engineering Party 4

Contractor's average force for week 50 men,

4 teams, 3 steam shovels

Grading work will be completed about June 30th 25

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

Total Yds - 185600

Comp'd - 168400

INSTRUCTIONS

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Form 89—B-6282—3M—9-27.

PR 129C

NOTED

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Dec. 28th 27 192

Job name Rockaway-Garibaldi
4.36 mi grading

Highway Roosevelt Coast

County Tillamook Job prefix 26PC

Week from " 19th to 25th inc.

Mail address Rockaway

Telegraph or telephone address "

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Two shovels worked seven 9 hour shifts at the slide at sta. 574. One of the above shovels moved out of the slide area on Wednesday and commenced working back of the U.S. Coast Guard Station on Friday and worked two days.

One shoval worked threedays at sta 624 and one day at sta 628 and lost two days account laying and moving dinkey track.

Sand haul crews worked five days and lost two days account high tides. All sand haul will be completed on the 30th.

Sub-Contractors on Masonry walls are off until after the 1st of January.

(See back of this sheet for instructions and detailed information.)

Signed P. J. Olsen

Title Co. Engr.

#981

GRADING CONSTRUCTION

Total miles of grading in project 4 36

Miles completed 2 24

Miles completed except finishing 0 20

Total cubic yards in project 175000

Cubic yards moved to date 113900

Miles covered by contractor's forces 3

Miles cross-sectioned 4 24

Miles cross-sections completed and checked ..... —

Miles to be remeasured 4 36

Number men in Engineering Party 4

Contractor's average force for week ..... 90 men,

..... 4 teams, ... 3 steam shovels

Grading work will be completed about ..... June 30th 28

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

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SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job ..... Percentage .....
2. ..... Percentage .....
3. ..... Percentage .....
4. ..... Percentage .....

#981
290C-1
PR129C

December 3, 1927

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Attention M. L. Littke.

Gentlemen:

Please find enclosed copy of our letter to you of November 22nd which gives information requested by you in your letter of yesterday relative to Harness & Colby contract No. 981, Garibaldi-Rebecaville Section in Tillamook County.

In compliance with your request of November 29th the final payment in amount $526.30 on this contract is being held.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

by

R. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

BATES, LIVELY & PEARSON

GENERAL INSURANCE AGENTS

300-308 YEON BUILDING

PORTLAND, OREGON

PAUL C. BATES
K. V. LIVELY
W. E PEARSON

December 2, 1927

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN.
FIDELITY AND SURETY
SPRINKLER LEAKAGE
PLATE GLASS
AUTOMOBILE
BURGLARY

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PERSONAL EFFECTS
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO.
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
ELECTRICAL
FLY WHEEL
ENGINE

Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Re: Contract No. 981 - Construction of the Garibaldi-Hobsonville Section of the Roosevelt Coast Highway, Harness & Colby, Contractors

Dear Sir:

Under date of November 10th, we acknowledged receipt of your favor of November 5th advising that the semi-final payment under the above contract would be made on or after November 15th. We requested you to advise us the total amount of the contract, but to date have not heard from you.

We would appreciate receiving this information.

Very truly yours,

BATES, LIVELY & PEARSON

By M. L. Little

MLL:BVS

PR#129C

Form 39—A-1861—2M—7-26.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date October 17th 27 1926

Job Name Garibaldi-Hobsonville Surfacing

Highway Roosevelt Coast

County Tillamook Job Prefix 29PC-1

Week from " 7th "

Mail Address Rockaway

Telegraph or Telephone Address "

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

All work on this project was completed by Contractor on Oct. 7th.

Final estimate will be forwarded to Salem, on the 19th.

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

~~ROCK OR~~ GRAVEL SURFACING

Total miles surfacing on project 3.45

Miles completed 3.25

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place ..... Contractor 100%

Surfacing will be completed about 10/22

Number of men in Engineering Party .....

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

0.20 Mi. P.L. comp. by State & Ry. Trucks at Salem Junction.

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

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DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

PR 12-6R

#892

290C

PR-129C

September 19, 1927

PROJECT AGREEMENT

THE FEDERAL AID ROAD ACT

APPROVED MAY 21, 1916

American Surety Company of New York,
W. J. Lyons, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 892 for the construction of the Garibaldi-Hobsonville Section of the Roosevelt-Coast Highway in Tillamook County, consisting of 2.25 miles of grading has been completed by the contractors A. Guthrie & Company and that final settlement will be made by the State with said contractors for work done under said contract on or after September 29th, 1927.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors in connection with this work is $83,247.27 of which amount $2,[illegible].79 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PR 129 S
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2507

Form P. R. 2

State Oregon

Project No. 129, Section C

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1916

8—5618

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17 th day of September, 1927

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of February, 1926, a project statement, which was approved by the Secretary on the 9th day of April, 1926, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 29th day of June 1926, and approved by the Secretary on the 11th day of October, 1927; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of seventy-two thousand, eight hundred and 41/100

dollars ($72,800.41) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

Section 6 of

8—8518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws 1917; Chap. 51, Laws 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count _____ of _____
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____
(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 365+00 near Hobsonville, and survey station 535+80 in the town of Garibaldi, _____ terminal points, a distance of 3.223 miles, known locally as the Roosevelt Coast Highway between Astoria and Nehe, Tillamook County, being Section C of Oregon Federal Aid Project No. 129, consisting of 3.183 miles of road and 3 bridges of more than 20 ft. clear span 0.045 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be for the best advantage as to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

STRICKEN OUT

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(c) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $104,044.05, Federal Aid $58,442.52; three bridges of more than 20 ft. clear span, approved estimate $21,458.47, Federal Aid $13,357.89.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of Section C of

seventy-two thousand, eight hundred and 41/100

dollars, certified to the Secretary of the Treasury as above mentioned, being not more than **62.25** per cent of **one hundred twenty-five thousand, five hundred two and 52/100**

dollars, the approved total estimated cost of said project. Section C of

8—5518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

_____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ of _____
(State or county) (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

_____ the State Treasurer _____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chap. 237, Laws of 1917.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing funds, probable amount annually available and how will be placed under direct control of Highway Department)

*(*b*) By the ..... upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

*(Strike out if not appropriate)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 11th day of October, 1927.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By T. H. Brand Ryan
Chairman, State Highway Commission
(Title of officer)

By C. C. Gates
Member, State Highway Commission
(Title of officer)

[SEAL]

By .....
Member, State Highway Commission
(Title of officer)

By .....
.....
(Title of officer)

By .....
.....
(Title of officer)

[SEAL]

P. M. Lunde
ACTING Secretary of Agriculture.

STRICKEN OUT

EXECUTE AGREEMENTS IN TRIPLICATE FOR SIGNATURES AND SEALS. DEPARTMENT TO APPROVE AND RETURN TWO COPIES FOR EXECUTION BY STATE. PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 365+00 near Hobsonville, and survey station 535+50 in the town of Garibaldi, locally known as the Roosevelt Coast Highway between Astoria and Hebo, Tillamook County, and designated in the records of this Department as Section C of Project No. 129, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $125,502.52 as the total estimated cost of Section C of said project, and the sum of $72,800.41 as the share of the United States, payable under said acts on account of Section C of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 11th day of October one thousand nine hundred and Twenty-two, as witness my hand and the seal of the Department of Agriculture.

R. M. Hunt

ACTING *Secretary of Agriculture.*

L.D.

GOVERNMENT PRINTING OFFICE 8—4810

892-298C

PR#129C

STATE ENGINEER'S WEEKLY REPORT

September 8, 1927

American Surety Company of New York,
W. J. Lyons, Manager,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to L. Guthrie & Company on contract No. 892 for the construction of the Cartwright-Hobsonville Section of the Roosevelt-Coast Highway in Tillamook County. This payment will be made on or after September 17th, 1927.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glainyer,
Chief Clerk.

Dict. by J. McFarland.

PR # 129C

Form 39—A-1861—2M—7-26.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Aug 15th 27 192

Job Name Mohler-Garibaldi — *Week from* " 8th *to* 14th incl.

Surfacing — *Mail Address* Rockaway

Highway Roosevelt Coast — *Telegraph or Telephone Address* "

County Tillamook *Job Prefix* 29PH — *Express and Freight Address* "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Equipment being assembled; Crews are tunneling for coyote hole.

RECEIVED
AUG 17 1927
STATE OF OREGON

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title [illegible]

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

PR 129C

August 2,1927

Hanson & Colby,
Roseburg,
Oregon.

Gentlemen:

We are mailing to you herewith an executed copy of State Highway Contract No. 981 which was awarded to you by the State Highway Commission on June 25, 1927, for surfacing 3.46 miles of the Garibaldi-Bohemmville Section of the Roosevelt Coast Highway in Tillamook County.

This copy is being mailed you for your records and files.

Very truly yours,

ROY A.KLEIN
State Highway Engineer

By
R. B. Glaisyer
Chief Clerk

RBG:L

RP #122-C

39PC

July 16, 1927.

A. Guthrie & Co.,
552 Sherlock Building,
Portland, Oregon.

Gentlemen:

Reference is made to your letter of July 15, making inquiry in regard to your bills P4721 and P 4718, which bills are for extra work performed under your contract for the grading of the Garibaldi-Rockaway Section.

Payment of these bills was not included along with the payment of estimate No. 11 for the reason that authorization for the work involved had not at the time been requested or approved. This authorization has since been obtained, however, and payment of the bills will be included in your next pay voucher.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

CHARLES FFOLLIOTT
CHAIRMAN

A.D. McDOUGALL, VICE PRES'T.
NATT McDOUGALL, VICE PRES'T. & SEC'Y.

...TION
...ORES
...WORK
...WORK
...NELS
BRIDGES
DAMS

A G C

A. Guthrie & Co., Inc.

CONTRACTORS - ENGINEERS

ST. PAUL OFFICE
BUILDERS EXCHANGE
BLDG.

PORTLAND OFFICE
552 SHERLOCK BLDG.

Portland, Oregon,
July 15, 1927.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Estimate #11, Contract #692, Garibaldi-Hobsonville section of Roosevelt Coast Highway, there was included by the resident engineer our bills P 4721, amount $47.98, and P 4713, amount $183.36.

These two bills were apparently cut out by the Salem office. Will you please advise us what disposition has been made of these two bills?

Yours respectfully,

A. GUTHRIE & CO. INC.,

By V.C.Wrenn

VCW:S

June 30, 1927.

PR 1890

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate as basis for modified agreement on the Garibaldi-Mohgomville Section, Oregon Project No. 1890.

This estimate has been modified to include the surfacing.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

J. W. De Soums,
Assistant Office Engineer.

JWD:HI

Encl.

Oregon State Highway Department — Project No. 1020

Garibaldi-Rhoneville Section of the Roosevelt Coast Highway
in Tillamook County

(Estimate as basis for modified agreement. Revised to include surfacing.)

Salem, Oregon, June 20, 1927.

All Required			
		Grading	
25,000	cu. yds.	Clearing and Grubbing	$ 2,250.00
20,000	" "	Common Excavation @ .47	11,750.00
46,000	" "	Intermediate " .60	17,400.00
120,000	stn."	Solid Rock " .65	37,700.00
16,000	cu. "	Overhaul .05	5,600.00
40	" "	Truck Haul .25	4,000.00
4,400	lbs.	Class A Concrete 23.00	1,380.00
800	lin. ft.	Metal Reinforcement .01	352.00
870	" "	12" Concrete Pipe 1.50	375.00
40	" "	18" " " 2.00	810.00
80	" "	24" " " 4.00	140.00
		30" " " 4.50	225.00

Bridges

Nestucca Creek - Sta. 438 - 2 12' Spans

400	lin. ft.	Wood Piling .60	240.00
8	M-FBM	Lumber and Timber 45.00	225.00
57	lin. ft.	Trestle Superstructure 16.50	940.50

Nasal River - Sta. 443

180	cu. yds.	Excavation	4.00	720.00
20	" "	" below plans	4.00	80.00
8	pcs.	Concrete Pile Toys	82.40	659.20
1,200	lin. ft.	Wood Piling	.60	720.00
70	cu. yds.	Seal Concrete	20.00	1,400.00
56	" "	Class B Concrete	25.00	1,375.00
30	" "	" A "	24.00	720.00
90	" "	" B "	22.00	1,980.00
26,000	lbs.	Metal Reinforcement	.056	1,456.00
35,000	"	Structural Steel	.08	7,800.00
90	lin. ft.	Concrete Handrail	5.00	450.00

Sta. 451 - 2 12' Spans

300	lin. ft.	Wood Piling	.60	180.00
3	M-FBM	Lumber and Timber	45.00	135.00
38	"	Trestle Superstructure	16.50	627.00

Sta. 482 - 1 12' Span

200	lin. ft.	Wood Piling	.60	120.00
2	M-FBM	Lumber and Timber	45.00	90.00
19	lin. ft.	Trestle Superstructure	16.50	313.50

Project No. 1190

Surfacing

3,000 cu. yds.	Sub-base Coarse Surfacing		@ 1.20	@ 3,600.00
3,000 " "	Base Course	"	1.50	4,500.00
2,000 " "	Top "	"	1.80	3,600.00
800 " "	Filler		.35	280.00
800 yds. mi.	" Haul		.25	200.00
		Sub-Total		12,180.00
		10% Engineering & Contingencies		1,218.00
		Total		$13,398.00

Length of Project 5.220 mi.
Cost per mile including bridges $2,567.24
" " " excluding " 2,566.24

State Funds Available	$11,999.00	
Federal Aid Requested	72,505.48	(50.547%)
	$185,502.52	

State funds for Construction: Chap. 175, Laws 1917; Chap. 81, Laws 1919.
" " " Maintenance: Res. Aug. 17, 1917; Chap. 237, Laws 1917.

June 20, 1927. FR129-6

Mr. O. M. Powell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate of cost and unit price analysis covering the surfacing of the Garibaldi-Tillamook section, Oregon Project 129-C.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By J. W. DeSouza
Assistant Office Engineer

J'D:AF

Encl.

Oregon State Highway Department — Project No. 129-C

GARIBALDI-ROSEBURG SECTION OF THE ROOSEVELT COAST HIGHWAY

IN TILLAMOOK COUNTY

(Estimate with surfacing specifications. Not as basis for modified Agreement.)

Salem, Oregon, June 20, 1927.

5,000 cu.yds	Sub-base Course Surfacing	$2.00	$10,000.00
3,000 cu.yds	Base Course Surfacing	1.90	5,700.00
2,000 cu.yds	Top Course Surfacing	2.00	4,000.00
500 cu.yds	Filler	.75	375.00
500 yd.mi.	Filler Haul	.25	125.00
	Sub-total		$19,200.00
	10% Engr. & Cont.		1,920.00
			$21,120.00

Length of Project - 3.228 Miles

Cost per mile $6,542.75

State Funds Available	$ 11,758.02
Federal Aid Requested	9,361.98
	$ 21,120.00

UNIT PRICE ANALYSIS

Plant Setyup	$ .25		
Dragline	.20		
Crushing	.40		$ 1.70
Hauling (2.5 Mi. @ $ .20)	.50	15% Profit	.25
Placing & Finishing	.35		$1.95 Est. Bid. Price
	$1.70		

10% Differential in Base & Top

#896-Tillamook County
PP#194C

April 20, 1927.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 896 for the construction of a bridge over Miami River on the Roosevelt-Coast Highway in Tillamook County has been completed by the contractor J. J. Badrman and that final settlement will be made by the State with said contractor for work done under said contract on or after May 10th, 1927.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor on this contract is $20,695.86.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

TTP 120C

December 18, 1926.

Mr. J. J. Bedrenn,
630 E. 10th St. N.,
Portland, Oregon.

Dear Sir:

Please be advised that the time limit on your contract No. 896 for the construction of a bridge over the Nisqually River in Tillamook County expired on November 30th, 1926.

Kindly make immediate application for further extension of time on this contract and have your application accompanied by the written endorsement of your surety on the bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

09.129C

August 13, 1926.

Mr. N. B. Van Duzer,
State Highway Commissioner,
c/o Lumman-Poulsen Lumber Co.,
Portland, Oregon.

Dear Sir:

I wish to advise that thus far we have not been able to get any results from the Southern Pacific Company in the matter of permitting our contractor on the Hobsonville-Garibaldi Section to enter upon the railroad right of way and start that part of the contract. If you feel that there is anything further you can do along these lines to hasten the decision in this matter, it would be very much appreciated.

Very truly yours,

State Highway Engineer.

HAK:LM

Q 129 C

July 24, 1926.

A. Guthrie & Co.,
852 Sherlock Building,
Portland, Oregon.

Gentlemen:

Reference is made to the Garibaldi-Hobsonville unit of the Roosevelt Highway in Tillamook County, bids for the grading of which were received on June 24, 1926. You were the low bidder and your bid was satisfactory to the Commission. The award of the contract was referred to the engineer with authority to act, pending advice of a definite acceptance of an agreement from the officers of the railroad company as to certain features of construction involving encroachment on the railroad right of way and the building of a new embankment for the railroad with the subsequent moving over of their tracks.

The details of this agreement have been worked out between representatives of this department and the local engineers and officers of the railroad company. Also, they have been approved by the latter and forwarded to their principals in San Francisco. An answer has been expected every day, but thus far we have had no definite advice. However, there is a considerable portion of the yardage to be moved on this project on the south or Hobsonville end, and we would be pleased to have you enter upon this part of the work and begin operations at once, taking care, however, to avoid any work in which there will be a conflict with railroad property lines until the agreement has been fully concluded.

This letter will be your authority to proceed on your contract within the limits stated above, and we confidently expect that the agreement from the railroad company will be received at an early date, which will make the entire project available for your operations.

Very truly yours,

State Highway Engineer.

BAK:HI

Form 30—37506—42E—8-25.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date July 20, 1926.

Job Name Garibaldi-Hobsonville

Week from July 12 to 7-17

Mail Address Seaside, Oregon

Highway Roosevelt Coast

Telegraph or Telephone Address Same

County Tillamook Job Prefix

Express and Freight Address Same

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Mr. Taylor started a crew of seven men clearing on this section the 13th. The clearing is being started at the Hobsonville end of t the section.

RECEIVED
JUL 27 1926
OFFICE OF
DIVISION ENGINEER

(See back of this sheet for instructions and detailed information.)

Signed G. S. Gray

Title Resident Engineer.

OR 129 C

GRADING CONSTRUCTION

Total miles of grading on project 3.23

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs 4 PC-1 ..... *Percentage* 30

Other jobs 29 L-5 ..... *Percentage* 20

Other jobs 29 PA ..... *Percentage* 50

July 19, 1926.

Whitney Company,
Garibaldi, Oregon.

Attention Mr. O. H. Schrader.

Gentlemen:

We have your letter of the 16th inst. stating that you were furnishing lumber to Mr. J. J. Badraun in connection with his contract for the construction of highway bridge over the Miami River near Garibaldi and inquiring as to what assurance you have that the bill will be paid.

In reply will say that in connection with all state highway contracts the successful bidder is required to furnish the state of Oregon with a surety bond which is for the purpose of protecting labor and material claims and all just debts, dues and demands incurred against the project. Mr. Badraun was required to furnish such a bond in connection with this project. This will be your protection.

Mr. Badraun has had contracts with this department before and has completed them satisfactorily and we have no knowledge that he has ever refused to pay bills in connection with the projects. In the event that any state highway contractor should, for any reason, refuse to pay bills in connection with his project then the claimant has recourse to the bond in connection therewith as specified in section 2991, Oregon Laws.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:M

THE WHITNEY COMPANY

CABLE ADDRESS
LUMBERJACK
PORTLANDORE

LUMBER
Garibaldi, Oregon
July 16, 1926

State Highway Engineer
State House
Salem, Oregon

All agreements contingent upon strikes, accidents or other causes of delay beyond our control. Prices subject to change without notice.

Dear Sir:

We are furnihsing the lumber to Mr. J.J. Badraum on his contract with the State for a bridge across the Miami River near Garibaldi. What assurance can we have that this bill will be paid.

Thanking you very kindly for any favor you may extend, we are,

Truly yours
The Whitney Company
By O.H.Schrader

OHS:GR

H. B. Q.

Established 1856 — now a Michigan corporation — Detroit office David Whitney Building

aq 129 C

July 14, 1926.

Memorandum

Bridge Department:

For your information, Mr. J. J. Bedrsum, the low bidder on the Miami River Bridge, called in today and stated that, just prior to the receipt of Mr. McCullough's letter advising him not to begin work on this bridge because of the fact that the agreement had not been signed with the Railroad Company, he had already loaded a car of equipment which was now being held. He stated that he did not want to go to the expense of unloading the car and asked me if he should take a chance on shipping it out to the job. I hesitated to give him any advice on this point, but told him that as far as we are concerned, we were satisfied with his bid and would award him the contract and there remained only the necessary agreement with the S. P. Company and that there might be some delay in securing the final execution of this agreement. He stated that he thought he would ship the equipment out there and unload it but not move it onto the job, and I told him that would be satisfactory as far as we were concerned.

RAK:HI

OREGON STATE HIGHWAY COMMISSION

Miami River, Project No. 189-C

Estimate with plans. Not as basis for project agreement

- - - -

Excavation, 180 cu. yds. at	$3.00	$540.00
Exc. below elev. shown, 20 cu.yds. at	5.00	100.00
Concrete pile tops, 8 pieces at	125.00	1000.00
Wood piling, 2100 lin. ft. at	0.60	1260.00
Seal concrete, 70 cu. yds. at	20.00	1400.00
Class B Concrete, 55 cu. yds. at	26.00	1430.00
Class D Concrete, 90 cu. yds. at	27.00	2430.00
Metal reinforcement, 26,000 lbs. at	.05	1300.00
Structural steel, 95,000 lbs. at	.08	7600.00
Concrete handrail, 90 lin. ft. at	5.00	450.00
Lumber, 10M ft. at	60.00	600.00
Trestle superstructure, 115 lin.ft. at 18.00		2070.00
Sub-total		$20,440.00
+ 10% contingencies		2,044.00
TOTAL COST		$22,484.00

Federal Aid Requested - - $4,496.80

State funds available - - 17,987.20

TOTAL - - - - - $22,484.00

July 1, 1926.

FR 129-C

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 30th ult., relative to plans for the Garibaldi-Nehalem Section, Oregon Project 129-C.

On sheet 7 the station for the P.I. is 491+58.7. The equation on the tangent is 491+65.1 back equals 491+72.8 forward.

On sheet 8 the quantities for the embankment of the bridge between station 448+65 and station 460 is 8,405 cubic yards.

The 8x6 box culvert will be constructed under standard drawing No. 3155. The 4x4 box culvert will be constructed under drawing No. 3146.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP

UNITED STATES DEPARTMENT OF AGRICULTURE.

BUREAU OF PUBLIC ROADS.

DISTRICT No. 1.

IN YOUR REPLY PLEASE REFER TO FILE No. ------

POST OFFICE BUILDING, PORTLAND, OREG.

June 30, 1926

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans for Oregon 129-C Garibaldi-Hobsonville section have been reviewed and we note the following discrepancies and omissions:

Sheet 7 - Equation 491 + 65 - P.O.T. = 49 + 72.9 P.T. is shown opposite sta. 491 + 58.7 P.T. It is not clear to us which station is correct for the P. T. of this curve and so are unable to check the exact length of project.

Sheet No. 5 - No quantities are shown in the embankment bracket between sta. 448 + 65 and 460.

Plans show 3' x 4' and 4' x 4' box culverts, but no plans are submitted or reference made on the plans to standard drawing numbers. If approved standard plans are to be used, it will be sufficient to show the drawing number on the plans.

If you will supply the necessary data we will make the notations on the plans you have already submitted.

Very truly yours,

C. H. Purcell,
District Engineer

By A. F. Morris,
Acting

June 30, 1926.

PR 129-C

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Garibaldi-Nehalem Section, Oregon Project No. 129-C.

It will be noted that we have at this time requested only 50% federal cooperation on the project. This is occasioned by the fact that we have now reached the limit of federal aid funds at present available. This project will carry over into 1927, and it is very probable that we will request an increase in the federal cooperation when further federal funds become available.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

Oregon State Highway Department — Project No. 128-C

GARIBALDI-ROSEBURG SECTION OF THE ROOSEVELT COAST HIGHWAY

IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, June 30, 1936.

G R A D I N G

All Required	Clearing and Grubbing			$ 2,000.00
25,000 cu.yds	Common Excavation	.47		11,750.00
29,000 cu.yds	Intermediate Excavation	.60		17,400.00
46,000 cu.yds	Solid Rock Excavation	.82		37,720.00
120,000 sta.yds	Overhaul	.05		6,000.00
16,000 cu.yds	Trunk Haul	.25		4,000.00
40 cu.yds	Class "A" Concrete	35.00		1,400.00
4,400 lbs	Metal Reinforcement	.08		352.00
250 lin.ft	12" Concrete Pipe	1.50		375.00
270 lin.ft	18" Concrete Pipe	3.00		810.00
40 lin.ft	24" Concrete Pipe	4.00		160.00
50 lin.ft	36" Concrete Pipe	6.50		325.00

B R I D G E S

Electric Creek - Station 435 5- 19' Spans

400 lin.ft	Wood Piling	.60	240.00
5 M.FBM	Lumber and Timber	45.00	225.00
87 lin.ft	Trestle Superstructure	16.50	960.50

Miami River - Station 445

180 cu.yds	Excavation	4.00	720.00
20 cu.yds	Excavation below plans	4.00	80.00
8 pieces	Concrete Pile Tops	82.40	659.20
1,200 lin.ft	Wood Piling	.60	720.00
70 cu.yds	Seal Concrete	20.00	1,400.00
55 cu.yds	Class "B" Concrete	25.00	1,375.00
30 cu.yds	Class "A" Concrete	24.00	720.00
90 cu.yds	Class "D" Concrete	22.00	1,980.00
26,000 lbs	Metal Reinforcement	.056	1,456.00
35,000 lbs	Structural Steel	.08	7,000.00
90 lin.ft	Concrete Handrail	5.00	450.00

Bridges over Streams

Station 451 - 2-19' Spans

200 lin.ft.	Wood Piling	$ .50	$ 100.00
2 M-FBM	Lumber and Timber	45.00	135.00
26 M-FBM	Trestle Superstructure	16.00	697.00

Station 469 - 1-19' Span

200 lin.ft	Wood Piling	.50	100.00
2 M-FBM	Lumber and Timber	45.00	90.00
19 lin.ft	Trestle Superstructure	16.00	304.00

Sub-Total	$100,000.00
10% Engr. & Cont.	10,000.00
Total	$110,000.00

Length of Project 3.228 miles

Cost per mile, including bridges over 20' Span $ 34,100.00

" " " excluding " " " " 27,400.00

State Funds Available	$ 88,000.00	
Federal Aid Requested	22,000.00	(20%)
	$ 110,000.00	

June 19, 1926.

PR 1290

Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four copies of special provisions and six copies of estimate of cost covering the Garibaldi-Hobsonville Section, Oregon Project No. 1290.

The plans for this project have been sent to you previously.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dictated by J. W. De Bouma/MI

Oregon State Highway Department — Project No. 1208

BARNEGAT-NEHALEMVILLE SECTION OF THE ROOSEVELT COAST HIGHWAY IN TILLAMOOK COUNTY.

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, June 14, 1926.

Grading

All Required	Clearing and Grubbing		$ 2,000.00
25,000 cu. yds.	Common Excavation	.50	12,500.00
29,000 " "	Intermediate "	.75	21,750.00
46,000 " "	Solid Rock "	1.00	46,000.00
120,000 yd. stn.	Overhaul	.05	6,000.00
16,000 cu. yds.	Trunk Haul	.35	5,600.00
40 " "	Class A Concrete	35.00	1,400.00
4,400 lbs.	Metal Reinforcement	.10	440.00
250 lin. ft.	12" Concrete Pipe	2.00	500.00
270 " "	18" " "	3.00	810.00
40 " "	24" " "	4.50	180.00
80 " "	36" " "	6.00	300.00

Bridges

Electric Creek - Sta. 435 - 2 12' Spans

400 lin. ft.	Wood Piling	.60	240.00
5 M.F.B.M.	Lumber & Timber	55.00	275.00
57 lin. ft.	Trestle Superstructure	18.00	1,026.00

Miami River - Sta. 443.

100 cu. yds.	Excavation	3.00	240.00
20 " "	" below plane	6.00	120.00
8 pcs.	Concrete Pile Tops	120.00	960.00
1,200 lin. ft.	Wood Piling	.60	720.00
70 cu. yds.	Seal Concrete	19.00	1,330.00
55 " "	Class B Concrete	24.00	1,320.00
30 " "	" A "	26.00	780.00
90 " "	" D "	26.00	2,340.00
24,000 lbs.	Metal Reinforcement	.0575	1,495.00
95,000 "	Structural Steel	.082	7,790.00
90 lin. ft.	Concrete Handrail	5.00	450.00

Sta. 461 - 2 12' Spans

300 lin. ft.	Wood Piling	.60	180.00
3 M.F.B.M.	Lumber & Timber	55.00	165.00
38 " "	Trestle Superstructure	18.00	684.00

Bdge. 462 - 1 12' Span

100 lin. ft.	Wood Piling	.60	$ 120.00
2 M.F.B.M.	Lumber & Timber	55.00	110.00
19 lin. ft.	Trestle Superstructure	18.00	342.00
	Sub-total		118967.00
	10% Engr. & Cont.		11846.70
	Total		130813.70

Length of Project - 3.223 mi.
Cost per mile including bridges over 20' - $40,569.79
" " " excluding " " 20' - 35,413.01

State Funds Available - $110,313.70
Federal Aid Requested - 20,000.00

$/30,313.70

CONTRACT # 896,

SEE:

CONTRACT # 892

527

SEE: Contract #92

CONTRACT#904,

PR 129-D Mohler-Wheeler 1926-1928

904

Form 55—3765—12M—9-38.

P 19129 Q

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date 9-7-38

Job Name Sisters to Tumalo

Week from ..... to .....

Mail Address .....

Highway Bend-Prineville

Telegraph or Telephone Address .....

County Deschutes Job Prefix 29PL

Express and Freight Address .....

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Grade has been worked thru here the past week beginning Thursday AM, finishing Monday PM. Subgrading complete.

Wm Cook, Contractor with crew of foremen began Thursday PM cleaning ditch back of Sisters and completed grading thru. Tuesday and Wednesday finished shoulders to Sta 1135-1139 inclusive.

Grade will be complete shoulders ready for mulch section the coming week. Have about a two weeks haul on shoulder expansion. Will finish grading up on return trip. Paving Contractor should be completed.

Have also started the haul to Tumalo Bridge approaches. Have Sta 1082 to 1087 to haul for 2 trucks. Expect to finish this grading Tuesday AM and then will clean ditch back of Sisters and Grading Contractor will begin grading between Tumalo Point and overhead Xing at once.

(See back of this sheet for instructions and detailed information.)

Signed .....

Title Resident Engr.

RECEIVED
SEP 17 1938
OREGON
STATE HIGHWAY COMMISSION

PR129D

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

PR129D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

October 17, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose herewith one copy of the estimate which was used as the basis of the project agreement covering Oregon Federal aid project No. 129-D, Mohler-Wheeler section of the Roosevelt Coast Highway.

Yours very truly,

C. H. PURCELL,
District Engineer,

By A. Caufield
Assoc. Highway Engineer.

Enclosure
Encl. 1 Estimate

Oregon State Highway Department — Project No. 123-D

MOHLER-WHEELER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, Aug. 4, 1927

Grading:

All Required	Clearing and Grubbing		$ 2,500.00
15,000 cu.yds	Roadbed Excavation	.55	4,550.00
47,000 cu.yds	Borrow	.50	23,500.00
20,000 sta.yds	Overhaul	.05	1,000.00
50 lin.ft	12" Concrete Pipe	2.50	125.00
150 lin.ft	18" Concrete Pipe	4.00	600.00
70 lin.ft	36" Concrete Pipe	7.50	525.00
5 cu.yds	Class "A" Concrete	40.00	200.00

Surfacing

2,000 cu.yds	Sub-base Course Surfacing	2.40	4,800.00
1,460 cu.yds	Base Course Surfacing	2.40	3,504.00
850 cu.yds	Top Course Surfacing	2.40	2,040.00
500 cu.yds	Filler	.30	150.00
1,000 yd.mi.	Filler Haul	.20	200.00
	Sub-total		$ 43,894.00
	10% Engr. & Cont		4,389.40
	Total		$ 48,283.40

Length of Project - 1.398 miles, Gross; 1.332 Miles, Net
Cost per Mile, Net Length, $36,083.63

State Funds Available	$23,188.30	
Federal Aid Requested	24,875.10	(51.75476%)
	$48,063.40	

DGB
9-16-27

APPROVED
SUBJECT TO ACCOUNT CONDITIONS
EXCEPT AS NOTED BY C

F16 F6 PR#1290

September 30, 1927.

Hon. Sam A. Kozer
Secretary of State
Building

Attention Mr. H. J. Hans
Filing Division

Dear Sir:

We acknowledge receipt of your letter of the 26th inst. enclosing three certified copies of the claim of Lair & Company against Hauser Bros. being in the sum of $98.80 for labor and material furnished in connection with Hauser Bros. contract for the construction of the Nehler-Wheeler section of the Roosevelt-Coast Highway in Tillamook County.

Regarding this claim, wish to say that we received a copy of the same from Lair & Co. some time ago and investigation was made which disclosed the fact that it was properly a claim against the State Highway Commission. The Highway Commission approved the claim and the warrant was mailed in payment on September 23, 1927. You may therefore close your files in regard to this particular claim.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H.B.Glaisyer - Chief Clerk.

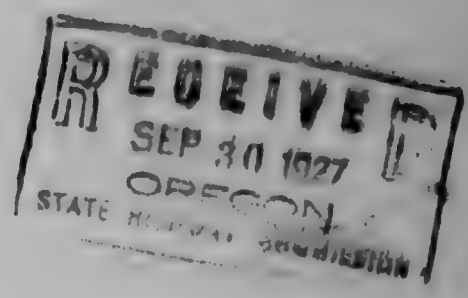
HBG/JH

SAM A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

September 26, 1927



State Highway Commission,

Salem, Oregon.

Dear Sirs: (Attention Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed in this office a notice of claim by Lair & Company against Hauser Bros. in the amount of $88.90 for labor performed and material furnished, on the Mohler-Wheeler Section of the Roosevelt Coast Highway.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By N. J. Haas

Encls.
NJH:CS

Warrant issued 9/23/27

ANSWERED
H. B. G.

COPY

LAIR & COMPANY

Kelso, Washington August 16, 1927.

Statement of claim of Lair & Co. against Hauser Bros.,
Mohler-Wheeler Section of Roosevelt Coast Highway
Contract #904.

Hauser Bros.,
Portland, Oregon.

To

Lair & Company,
Box 513, Kelso, Washington.

Three hours work with Shoval crew-making fill on County Road above Barker excavation, as directed by State Resident Engineer ..		41.30
Plus 15%		6.21
		47.59
Plus Industrial Ins.		.81
		48.40
27 Cu.Yds. Crushed Rock at Bunkers ...@	$1.50	40.50
		$88.90

File No. 668

Filed
Aug. 22 1927
SAM A. KOZER
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Lair & Company against Hauser Bros. in the amount of $88.90 for labor performed and material furnished, on the Mohler-Wheeler Section of the Roosevelt Coast Highway, with the original notice of claim filed in the office of the Secretary of State on August 22, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of September, A. D. 1927.

Sam A. Kozer

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Lair & Company against Hauser Bros. in the amount of $88.90 for labor performed and material furnished, on the Mohler-Wheeler Section of the Roosevelt Coast Highway, with the original notice of claim filed in the office of the Secretary of State on August 22, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of September, A. D. 1927.

Sam A. Kozer

Secretary of State

By _____

Deputy

PR 129 D
47 PR
2508

Form P. R. 2

State Oregon

Project No. 129, Section D.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5818

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of September, 1927

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of February, 1926, a project statement, which was approved by the Secretary on the 9th day of April, 1926, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 28th day of July 1926, and approved by the Secretary on the 11th day of October, 1927; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty-four thousand, eight hundred seventy-five and 10/100

dollars ($24,875.10) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count _____ of _____
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____
(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 1344 at the north end of Section A of said project, and survey station 1417+50 about 500 ft. north of the Nehalem River Bridge, excepting therefrom the Nehalem River Bridge which is Section B of said project, terminal points, a distance of 1.382 miles, known locally as the Mohler-Wheeler Section of the Roosevelt Coast Highway between Astoria and Nebo, Tillamook County, being Section D of Oregon Federal Aid Project No. 129.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

~~(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.~~ STRICKEN OUT

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(c) The Highway Department hereby agrees that, if the Southern Pacific Railroad Company should require for railroad purposes any portion of the easement granted to the County of Tillamook and the State of Oregon under date of March 11, 1927, and demand the removal therefrom of any or all of the highway covered by this agreement, it will, without expense to the Federal Government, acquire or cause to be acquired a new right-of-way and will relocate and construct or cause to be relocated and constructed thereon in a manner similar to the improvement provided by the plans and specifications approved for said Oregon Project No. 129, Section D, such portion or portions of said project whose utility is affected by said removal.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of twenty-four thousand, eight hundred seventy-five and 10/100 dollars, certified to the Secretary of the Treasury as above mentioned, being not more than 52.25 per cent of forty-eight thousand, sixty-three and 40/100 dollars, the approved total estimated cost of Section D of said project.

8—5518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

_____

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ (State or county) of _____ (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county) of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9. 1921. out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chap. 237, Laws of 1917.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorising

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorising

.....
funds and probable amount annually available)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

.....
*(Strike out if not appropriate)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 11th day of October, 1927.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By T. H. Brandsness
Chairman, State Highway Commission
(Title of officer)

By O. B. Coke
Member, State Highway Commission
(Title of officer)

[SEAL]

By .....
Member, State Highway Commission
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL]

P. M. Lemley
ACTING Secretary of Agriculture.

186.

STRICKEN OUT

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO ACKNOWLEDGE SEE PROJECT NO. 112

9D

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

29D

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 1344 at the north end of Section A of said project, and survey station 1417+50 about 300 ft. north of the Nehalem River Bridge, excepting therefrom the Nehalem River Bridge which is Section B of said project, locally known as the Mohler-Wheeler Section of the Roosevelt Coast Highway between Astoria and Nebo, Tillamook County, and designated in the records of this Department as Section D of Project No. 122, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $48,065.40 as the total estimated cost of Section D of said project, and the sum of $24,875.10 as the share of the United States, payable under said acts on account of Section D of such project, which does not exceed 52.25 per cent of said total estimated cost.

Done at the city of Washington, this 11th day of October one thousand nine hundred and Twenty-seven, as witness my hand and the seal of the Department of Agriculture.

R. H. Lund
ACTING Secretary of Agriculture.

128

GOVERNMENT PRINTING OFFICE 8—4819

H.B.G.

Please note disposition of this matter & put bill forward for payment -

W.D.C. 8/22

29PE PR/29D

A. ARVIDSON

ANY

WASHINGTON August 20, 1927.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Attention Mr H. B. Glaisyer:

In accordance with your information, in your letter of the 18th, we have today filed our claim against Hauser Bros., with the State Secretary. We sent Mr Lyons a copy when we mailed the one to your department. We thank you very much for this information.

Might state in regard to this claim, that Hauser Bros., take the stand that Mr Gray ordered this work done, and the Highway Department should pay us for it. We do not feel that this is a part of our controversy, and they should settle for the work and make their arrangements with Mr Gray.

We thank you for your favors,

Yours very truly,

~~Lair & Company~~
By Geo. F. A. Lair

H.B.S

A. ARVIDSON

29PE PR129D

...PANY

...STON August 20, 1927.

Oregon State Highway Commission,
Salem, Oregon.

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We thank you for your favors,

Yours very truly,

Lair & Company,
By Geo F C Lair

CHAS. F. A. LAIR

A. ARVIDSON

LAIR & COMPANY

GENERAL CONTRACTORS

P.O. Box 488

111 OAK STREET
KELSO, WASHINGTON

29PE PR129D

August 20, 1927.

Oregon State Highway Commission,
Salem, Oregon.

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Might state in regard to this claim, that Hauser Bros., take the stand that Mr Gray ordered this work done, and the Highway Department should pay us for it. We do not feel that this is a part of our controversy, and they should settle for the work and make their arrangements with Mr Gray.

We thank you for your favors,

Yours very truly,

Lair & Company,
By Chas F A Lair

#904

290E

August 10th, 1927

Hoover Brothers,
Multnomah Hotel,
Portland, Oregon.

Gentlemen:

We wish to inform you that we have today received a letter from Lodi & Company, Inlet, Washington, in which they advise us of their claim against you in the sum of $66.30, being for labor performed and crushed rock furnished you in connection with your contract for the grading of the Nehalem-Wheeler Section of the Roosevelt Coast Highway in Tillamook County.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

E. B. Glidayer,
Chief Clerk.

EBG:JH

August 18th, 1927

American Surety Co. of N.Y.
W. J. Lyons, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand to you herewith copy of notice which we have today received from Lair & Company, being the 28-claim in the sum of $58.30, against Hauser Brothers for work performed in connection with Hauser Brothers' contract for the grading of the Nehalem-Wheeler section of the Necanicum-Ocean Highway in Tillamook County.

This information is given you as you appear on surety on the bond furnished by Hauser Brothers in this instance.

Very truly yours,

Ray A. Kline,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

August 16th, 1927

Lair & Company,
General Contractors,
111 Oak St., E.
Salem, Washington.

Gentlemen:

We acknowledge receipt of your letter of the 16th inst. enclosing notice of your claim against Hauser Brothers in the sum of $88.00, being for work performed for them in connection with highway work that they have underway in Tillamook County, known as the Mahler-Wheeler Section, contract No. 904.

As you are no doubt aware, the protection offered you for your claim is the bond furnished by Hauser Brothers in connection with this work. The surety on this bond is the American Surety Company of New York, for whom W. J. Lyons is local agency, offices in the Yeon Bldg., Portland, Oregon. We would suggest that you file notice of your claim with the surety company and also with the Secretary of State in accordance to the terms of Section 2991, Oregon Laws.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glainyer,
Chief Clerk.

HBG:JS

CHAS. F. A. LAIR

A. ARVIDSON

LAIR & COMPANY

GENERAL CONTRACTORS

P.O. Box 488

111 OAK STREET
KELSO, WASHINGTON

August 16, 1927.

904

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We enclose herwith our invoice covering work done by us on the Mohler-Wheeler Section of the Roosevelt Coast Highway, for Hauser Brothers of Portland, and wish to enter our claim for the amount of the invoice, which is $88.90.

Yours very truly,
Lair & Company,
By Chas F A Lair

ANSWERED
H. B. G.

August 9, 1927

PR 129-D

Mr. C. E. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate to be substituted for the estimate which you now have on the Mohler-Chesler Section, Oregon Project 129-D.

This estimate has been revised to include the surfacing recently placed under contract.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. W. DeSouza
Assistant Office Engineer.

JWD:AP
Encls.

...gon State Highway Department — Project No. 128-B

REPORT

HOBLER-TIDELEX SECTION OF THE ROOSEVELT COAST HIGHWAY

IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, Aug. 4, 1937

Grading:

All Required	Clearing and Grubbing		$ 2,500.00
15,000 cu.yds	Roadbed Excavation	.35	4,550.00
47,000 cu.yds	Borrow	.50	23,500.00
20,000 sta.yds	Overhaul	.05	1,000.00
50 lin.ft	12" Concrete Pipe	2.50	125.00
150 lin.ft	18" Concrete Pipe	4.00	600.00
70 lin.ft	36" Concrete Pipe	7.50	525.00
5 cu.yds	Class "A" Concrete	40.00	200.00

Surfacing

2,000 cu.yds	Sub-base Course Surfacing	2.40	4,800.00
1,460 cu.yds	Base Course Surfacing	1.40	3,504.00
850 cu.yds	Top Course Surfacing	2.40	2,040.00
500 cu.yds	Filler	.30	150.00
1,000 yi.mi.	Filler Haul	.20	200.00
		Sub-total	$ 43,094.00
		10% Engr. & Cont	4,309.40
		Total	$ 47,403.40

Length of Project - 1.592 miles, Gross; 1.582 Miles, Net
Cost per Mile, Net Length, $30,003.68

State Funds Available	$23,128.30
Federal Aid Requested	24,275.10 (51.754%)
	$47,403.40

PR 129D

Form 39—A-1861—2M—7-26.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Aug.1st 27, 192..

Job Name Wheeler-Mohler Grading

Week from July 25th to 31st incl

Mail Address Rockaway

Highway Roosevelt Coast

Telegraph or Telephone Address "

County Tillamook Job Prefix 29PE

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor completed all work on this project on Sunday the 31st

(See back of this sheet for instructions and detailed information.)

Signed A. Olsen

Title Res Engr.

GRADING CONSTRUCTION

Total miles of grading on project 1 40

Miles completed 1 40

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned 1 40

Miles cross-sections completed and checked 0 50

Miles to be remeasured 0 90

Number men in Engineering Party .....

Contractor's average force for week 3 *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

July 27, 1927. FR 119-D

Mr. O. M. Powell,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate and unit price analysis covering the surfacing of the Mahler-Wheeler Section, Oregon Project 119-D upon which bids are to be received on the 29th of the present month.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. R. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

Encls.

Oregon State Highway Department — Project No. 129-D

MOHLER-WHEELER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN TILLAMOOK COUNTY

(Estimate with Surfacing Specifications. Not as basis for Modified Agreement.)

Salem, Oregon, July 27, 1937.

2,000 cu.yds	Sub-base Course Surfacing	$ 2.30	$ 4,600.00
1,400 cu.yds	Base Course Surfacing	2.40	3,360.00
800 cu.yds	Top Course Surfacing	2.45	2,002.00
500 cu.yds	Filler	.40	200.00
1,000 yd.mi.	Filler Haul	.25	250.00
	Sub-total		$10,696.00
	10% Engr. & Cont.		1,069.60
	Total		$11,700.15

Gross Length of Project 1.398 Miles
Net Length of Project 1.332 Miles
Cost per Mile - Net Length $8,785.59

State Funds Available	$ 8,605.05
Federal Aid Requested	3,095.10
	$ 11,700.15

UNIT PRICE ANALYSIS

Quarrying and Crushing	$ .80
Hauling (4.8 Mi. @ $ 0.18)	.86
Placing and Finishing	.25
Superintendence & Overhead	.22
Sub-total	$2.13
15% Overhead	.32
Est. Bid Price, top course	$2.45

#904
290E
PR# 129 D

July 27, 1927.

The West Coast National Bank,
Portland, Oregon.

Attention C. S. Bloss, Cashier.

Gentlemen:

Receipt is acknowledged of your letter of yesterday in which you enclose an estimate and assignment signed by Kasser Bros. in connection with their contract No. 904 for the construction of the Nehler-Wheeler Section in Tillamook County.

Please be advised that before this assignment can be accepted it will be necessary to have the written endorsement of the surety on the bond which was furnished by Kasser Bros. in connection with this contract and which in this instance is the American Surety Company of New York for whom W. J. Lyons, Yeon Building, is resident agent. The above estimate, assignment and voucher will be held at this office pending advice from you.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

THE WEST COAST NATIONAL BANK

OF PORTLAND, OREGON

EDGAR H. SENSENICH, PRESIDENT
JOHN N. EDLEFSEN, VICE PRESIDENT GODFREY C. BLOHM, CASHIER
CHARLES H. HARDING, ASSISTANT CASHIER

PORTLAND, OREGON

July 26, 1927.

State of Oregon,
Highway Department,
Salem, Oregon.

Gentlemen:-

We are enclosing herewith an estimate signed by Hauser Brothers in connection with the Roosevelt Coast Highway contract No. 904, together with assignment of the payment of the above to the West Coast National Bank.

We would appreciate very much your acknowledging the above mentioned assignment and when the same is in order for payment forwarding the check direct to us.

Yours very truly,

G. C. Blohm

Cashier.

GCB.S

Est. #11 - 4105.05
between June 15 to July 15

July 19, 1927

FH 129-D

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing four copies of special provisions, sketch map and typical surfacing section for the surfacing of the Mohler-Wheeler Section, Project 129-D. This project is being advertised as a portion of the surfacing between Mohler and Garibaldi and is the only project upon which federal aid will be requested on the surfacing work. It is found that the balance of the projects involved have already taken up the maximum allowable federal aid per mile.

The estimate of the quantities for the project is as follows:

2,000 cubic yards	Sub-base Course Surfacing
1,460 cubic yards	Base Course Surfacing
860 cubic yards	Top Course Surfacing
500 cubic yards	Filler
1,000 yard miles	Filler Haul

An estimate of the cost and unit price analysis will be sent to you before the bids are received.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

EH
Dict by J. W. DeSousa/AP

PR 129 D

#434
2908
PR 129 D

HAUSER BROTHERS COMPANY

GENERAL CONTRACTORS

MAIN OFFICE
MULTNOMAH HOTEL
PORTLAND, OREGON

Nov. 30, 1926.

Mr. Roy Klein,
State Highway Engineer.
Salem, Oregon.

Dear Sir:-

In reply to your Nov. 23rd, we are enclosing copy of our Nov. 30th letter to the American Surety Co. regarding the claim made against us by Mr. Rosco Barker of Mohler.

We believe this covers the case in satisfactory detail. Mr. Barker's claim is ridiculous on the face of it as we never yet have had any dispute over collection of wages for labor actually performed.

Yours truly

HAUSER BROS. CO.

By Kenneth D. Hauser.

kdh.

Skill, Integrity and Responsibility

PRR 129 D

HAUSER BROTHERS COMPANY

GENERAL CONTRACTORS

MAIN OFFICE
MULTNOMAH HOTEL
PORTLAND, OREGON

Nov. 30, 1926.

American Surety Co.,
500 Yeon Bldg., Portland, Ore.

Dear Sirs- Attention W.A.King, Asst. Manager.

Your registered letter of Nov. 24th received and we wish to inform you that Mr. Roscoe Barker of Mohler has made a very incorrect and unfair claim against us, both as to the amount we owe him and the circumstances connected with it. He and his team did some work for us several different times and for varying rates of pay in August, September and October. He apparently is claiming continuous employment which he knows did not obtain, as his farm and barn were located adjacent to our work and his team was available on short notice for full time days or fractions of a day according to our needs and as per our mutual flexible arrangement with him. His checks were made out corresponding to our pay roll records for the time he worked, and when first offered to him, were left at his own suggestion to apply on some grading work which he was anxious to have us do for him on his own property, exclusive of our contract.

Since then he has apparently changed his mind or his plan of action and is trying to establish the status of a claim by appealing to the State, althe he has never made any further attempt to discuss it with us nor has he ever been refused the amount he earned. Should they so desire, any farmer residing in Tillamook County could make just as ridiculous a claim against us, and it would possess just as much merit as this one.

If Mr. Barker will come to us direct on this matter and confine his expectations to what he is reasonably entitled to, he will have no trouble in receiving prompt and courteous response and settlement.

Yours truly

HAUSER BROTHERS CO.

By Kenneth D. Hauser.

cc to Roy Klein. ✓
Salem, Ore.

Skill, Integrity and Responsibility

#904 PR 129D
298 E

Company's Home Office Building.

American Surety Company
of New York.

Capital $5,000,000.

F. W. Lafrentz, President

LOCAL BOARD
WILLIAM M. LADD, RES. VICE PRES.
JOHN TWOHY

WM. C. BRISTOL, COUNSEL

ADDRESS ALL COMMUNICATIONS TO
WILLIAM J. LYONS, MANAGER
W. A. KING, ASSISTANT MANAGER

IN REPLYING TO THIS LETTER PLEASE QUOTE SUBJECT AND INITIALS GIVEN

BRANCH OFFICE FOR THE STATE OF OREGON

500-501-502 YEON BUILDING

TELEPHONE ATWATR 0116

PORTLAND, ORE.,

Nov. 24th, 1926

Re: 517874-B Hauser Brothers

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention of H. B. Glaisyer
Chief Clerk

We acknowledge receipt of your favor of the 23rd instant accompanied by copy of letter addressed to the Oregon State Highway Commission by Mr. Roscoe Barker under date of November 18th concerning amount which he claims is due him from Hauser Brothers.

We have discussed this with Mr. Rupert Hauser who assures us that an effort has been made to satisfy Mr. Barker and such further action as is found necessary will be taken so that no further complaints will be made by Mr. Barker.

Yours very truly,

WAK:D

W. A. KING,
Asst. Manager

PR #137D

November 25, 1926.

Mr. J. W. Wiedrick,
615 Railway Exchange Building,
Portland, Oregon.

Dear Sir:

To supply you with the information requested in your letter of November 19, we are sending to you herewith a sketch showing the route of the Roosevelt Highway across Lots 3 and 4 of Section 4, Twp. 2 South, Range 20 West, W. M.

The section of highway between Brighton and Wheeler, of which the portion in which you are interested is a part, is now being graded, and it is the present intention of the Highway Commission to complete both the grading and surfacing of this section before the end of 1927.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

Respectfully referred to State Highway Department, by Chas Luper, State Engineer.
By

S. H. Probert
Office Engineer.

SHP:AP

J. W. WIEDRICK

REAL ESTATE, LOANS, GENERAL INSURANCE
NOTARY PUBLIC

615 RAILWAY EXCHANGE BUILDING
BROADWAY 5068

RES. 400 PRESCOTT STREET
WALNUT 2068

PORTLAND, OREGON

Nov. 19, 1926.

STATE ENGINEER
RECEIVED
NOV 20 1926
SALEM, OREGON

State Engineer,
Salem, Ore.

Dear Sir;-

Will you please indicate on the sketch herein enclosed, showing about where the Roosevelt highway runs across the land ?

The plat is intended to show Fishery Point on Nehalem Bay. described as Lots 3 & 4 section 4, T 2 South, R. 10 West., together with tide lands adjoining.

Yours truly,

J. W. Wiedrick

What is present condition of this road and when will it be graveled ?

Respectfully referred to State Highway Department, by Rhea Luper, State Engineer.

#904-290E

PR 129 D

November 25, 1926.

[redacted]
[redacted], Oregon.
Gentlemen: Gunderson & Katel
Portland

Attached hereto you will please find copy of a letter we have received from Mr. Thomas Barbary Kohler, Oregon, for a claim against you for services rendered in the sum of [redacted].

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Olmgren,
Chief Clerk.

HBO:S
Encl.
Copy.

November 23, 1926.

American Surety Company of N. Y.
W. J. Lyons, Local Agent,
Yeon Building,
Portland, Oregon.

Dear Sir:

Attached hereto you will please find copy of a letter we have received from Mr. Roscoe Barker, Mohler, Oregon, in which he advises us of his claim against Musser Brothers for services rendered in the sum of $246.00, in connection with their contract for the grading of the Mohler-Wheeler Section of the Roosevelt Coast Highway. This notice is given you as you appear as surety on the bond furnished by Musser Brothers in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Glaisyer
Chief Clerk.

EBG:S
Enc.

November 23, 1926.

Mr. Roscoe Barker,
Monlux, Oregon.

Dear Sir:

We have your letter of the 18th inst., in which you advise us of your claim in the amount of $246.09 against Kaiser Brothers, it being for labor performed for them in connection with their contract for the grading of the Mohler-Wheeler Section of the Roosevelt Coast Highway.

In connection with this contract, as well as in connection with all state highway contracts, the contractor was required to furnish a surety bond for the protection of labor and material claims. Such a bond was furnished in this instance and was underwritten by the American Surety Company of N. Y., for whom W. J. Lyons is local agent with offices in the Yeon Building, Portland, Oregon. We would suggest you file notice of your claim with this bonding company, as this is your protection. Should you fail to secure satisfaction, then you still have recourse to action in the courts, provided by Section 2991 of Oregon Laws, mimeograph copy of which is enclosed.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Gladwyn,
Chief Clerk.

HBG:S
Enc.

ALIENATED
H. B. C.

#904-29PE

PR 129 D

October 28, 1926.

American Surety Company of New York,
Yeon Building,
Portland, Oregon.

Attention Mr. H. C. King, Asst. Mgr.

Gentlemen:

In response to your letter of yesterday relative to the Hauser Bros. contract No. 904, Wheeler Section in Tillamook County we wish to advise that this contract is approximately 35% complete. The totle amount paid the contractors to October 15th was $9,829.95. The retained percentage is $1,734.70.

The completion date on this contract is June 30th, 1927.

Very truly yours,

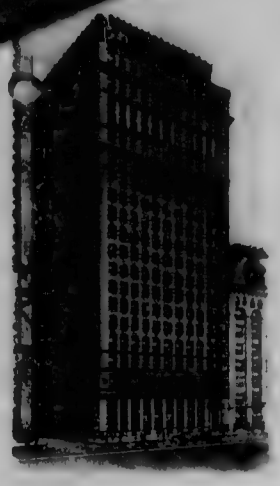
ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

290E



Company's Home Office Building.

American Surety Company
of New York.

Capital $5,000,000.

F. W. Lafrentz, President.

LOCAL BOARD
WILLIAM M. LADD, RES. VICE PRES.
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WM. C. BRISTOL, COUNSEL

ADDRESS ALL COMMUNICATIONS TO
WILLIAM J. LYONS, MANAGER
W. A. KING, ASSISTANT MANAGER

IN REPLYING TO THIS LETTER PLEASE QUOTE SUBJECT AND INITIALS GIVEN

BRANCH OFFICE FOR THE STATE OF OREGON

500-501-502 YEON BUILDING

TELEPHONE ATWATR 0116

PORTLAND, ORE.,

Oct. 26th, 1926

Re: 517874-B Hauser Brothers

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In connection with the contract of Hauser Brothers for 1.3 miles of grading on the Roosevelt Coast Highway in Tillamook County, Mohler Wheeler Section, contract No. 904, we would thank you to advise the progress made by the contractors and proportion of work done up to this time, and oblige.

Yours very truly,
W. A. KING,
Asst. Manage

W.K:D

Paid to Oct. 15 - $9,829.95
Retained - $1,734.70

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

PR 129-D

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

August 28, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We have reviewed plans for Oregon Federal Aid Project 129-D - Mohler-Wheeler Section. Sheet No. 4 of the plans shows a pile trestle to be built under separate contract. Your letter of August 25th indicates that this trestle may not be required and that a pipe culvert may be substituted.

If the trestle is not to be constructed we should have a revised drawing of Sheet No. 4, showing the structure actually to be built. If the trestle is to be built under separate contract it will be necessary to either include in the estimate items covering this structure or to eliminate it from the project. In either case plans for the trestle will be required or reference made on the road plans to the standard drawing number if built according to plans approved by this Bureau.

In checking the length of the project we make the net length, after eliminating the Nehalem River Bridge, 1.332 miles instead of 1.143 miles, as shown on the plans and in the estimate which you have submitted. If you find we are correct in our computation we can make the necessary correction on the plan and estimate which we now have.

1.143 mi figure basis of eliminating trestle.

Very truly yours,

C. H. PURCELL
District Engineer

By A. F. Morris
Acting.

Dict by J. W. DeGroat/.?

S. M. Prichard
Office Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

August 27, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
AUG 30 1926

Dear Sir:-

Reference is made to your letter of August 16th in regard to award of contract for Mohler-Wheeler Section (Federal Aid Project 129-D), which we have carefully considered.

We appreciate your position, and do not question the sincerity of your belief that the award as made will best serve the interests of the State; but in order to justify a recommendation for Federal participation on any basis other than the low bid, we must be able to make a positive statement that the award to the higher bidder will result in a saving to the Federal Government, or that the actual value of the alternate type accepted is enough greater to justify the selection of the more expensive type.

Since the two alternates were put up for competitive bidding, it is only proper to assume that either method of construction would have resulted in a satisfactory road. It therefore becomes a question of relative cost.

The estimate submitted with the plans indicated a probable difference in the cost of such items as were to be included in the contractors' bids of $3,364. Since the two types are assumed to be comparable this figure might very properly be taken to represent the approximate cost to the State of items not included in the estimate, such as extra land for borrow pits, the finishing of embankments, or any item for which a definite value might be established.

The actual difference in the low bids for the respective alternates was actually $5,847.50, and it is very difficult for us to say positively that this difference would have been absorbed in contingencies attaching to construction under alternate "B," or that the actual value of alternate "A" is that much greater.

As the amount of Federal aid requested is only $5,000,

Dict by J. W. Dellman/A.P

J. H. Prebert
Office Engineer

it is not necessary for us to make such a showing at this time, but when you request a modification of the agreement, as you probably will do when additional funds are available, we would suggest that the amount of Federal aid requested be limited to the amount of the low bid plus the cost of finishing of the sub-grade and the cost of acquiring borrow pits if the value of same can be definitely established.

We would be willing to s pport such a request with our recommendation.

Very truly yours,

C. H. MCCALL
District Engineer.

Dict by J. E. DeBeau/.}

E. E. Probert
Office Engineer

August 25, 1926. PR 129-B

Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the 12th inst., relative to trestle at Station 1398 on the Mehler-Wheeler Section, Oregon Project 129-B.

At the time of awarding the contract for the grading work, it was considered possible that it would be advisable to put in a relief opening for the Mehler Bridge. In order to be on the safe side and eliminate possible controversy with the grading contractor, in the event that a trestle was constructed, we included this structure on the profile as a warning to the contractor that he might have to figure upon such a structure in handling his embankment materials. However, at the present time it appears possible, and even probable that a trestle relief opening will not be required. In such event a culvert pipe may very possibly be installed at the point in question.

In the event that a timber structure is used, this may either be constructed separately, or may be put in by the contractor on the Mehler Bridge on a supplementary price basis. If a culvert pipe is used, it will be put in by the grading contractor.

The revised location of the Mehler Bridge is from Station 1408/70 to 1411/33.8. This revision of the location was made subsequent to the preparation of the original federal aid plans.

The entire matter of right of way between Mehler and Rebsenville has been taken up as a single unit. The final arrangements between this department and the local railroad officials have been forwarded to railroad headquarters for their final approval. We are expecting this approval by the railroad company at any time. You will be advised as soon as it is received.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

Dict by J. W. DeCoun/..P

S. H. Probert
Office Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE NO.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

August 12, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Referring to Oregon Federal aid project #129-D, Mohler-Wheeler section of the Roosevelt Coast Highway.

In reviewing the plans for this project we note that there is to be constructed a pile and timber trestle at Station 1398. It is noted on the plans that this structure is a part of Federal aid project No. 129-B. Referring back to the plans and estimate for #129-B, we find no reference to this structure either on the bridge plans, the estimate for project agreement, nor on the bid tabulation. Please advise us as to how you expect to handle this structure, whether as a revision of Section B, or under a separate contract as a part of Section D.

It is also noted that the station numbers shown on the road plans for the Nehalem River bridge do not check with the station numbers shown on the bridge plans.

It is noted further that there is a railroad encroachment on Project #129-D. Will you please advise as to what steps have been taken toward securing right of way or easement from the railroad company.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

Form 33—S705—4M—8-26.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

State Highway Engineer

OREGON Date August 18, 1926

Job Name Mohler-Wheeler Section

Week from 8/9 to 8/14

Highway Roosevelt Coast ~~#~~ 904

Mail Address Seaside, Oregon.

County Tillamook Job Prefix 29 PE

Telegraph or Telephone Address Same

Express and Freight Address Same

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Houser Bros. have made some arrangement with Sloan Bros. of Seattle whereby the latter are to do the work required under their contract for this section, or rather for such part of the work west of station 1391. They are trying to arrange with A. J. Scott of Seaside, to take the remainder of the work.

Sloan Bros. moved Houser's Osgood steam shovel in during the past week and elected to borrow dirt on the hill directly back of Roop's barn, opposite station 1353. While dirt here is closer to haul rock shows in spots and it is very likely to soon get to hard for economical excavation. The afternoon of the 14th was spent in making a road to haul over.

NOTED
W. D. CLARKE

(See back of this sheet for instructions and detailed information.)

Signed H. L. Gray

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading on project 1.3

Miles completed

Miles completed except finishing

Miles covered by contractor's forces

Miles cross-sectioned 1.2

Miles cross-sections completed and checked

Miles to be remeasured

Number men in Engineering Party 8

Contractor's average force for week 3 men,

teams, 1 steam shovels

Grading work will be completed about June 30, 1927

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage at section to be surveyed 0

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 29 PE Percentage 10

Other jobs 29 PD Percentage 25

Other jobs 29 PA Percentage 25

Other jobs 4 PC-1 Percentage 40

NOTED

PR 129 D

August 16, 1926.

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

We have your letter of August 9, setting forth reasons why you do not feel justified in recommending federal participation in the grading of the Mohler-Wheeler Section (Federal Aid Project No. 129-D), except on the basis of the low bid.

To us it seems that there is only one reason which will justify such a recommendation. That reason is evidence, in some more or less definite form, that the award of contract on the basis of the low bid would result in as low a total cost of work as will result under the award as made. You submit no such evidence and you do not even express an opinion to the effect that such would be the case.

The fact that some of the items that we have taken into consideration in determining that economy to the participants in the cost of the project will result from the award for the better and more dependable type of construction, are indeterminate as to exact amount, and are, therefore, based upon estimates and judgment, is no reason why such items should be disregarded, especially when the amounts estimated are admittedly conservative.

That our estimate of the extra cost of borrow pits is too low rather than too high is evidenced by the fact that a part of the land which would have to be acquired has an established value of at least $1,000.00 per acre. We have figured $500.00 as an average value for the seven acres of extra land required.

Our estimate of from $3,000 to $5,000 for the undesirability of having a deep borrow pit alongside the work, includes not only an amount to cover subsidence in embankment after completion, but an amount to cover the unsightly unsanitary and even dangerous condition which the presence of such a borrow pit will entail. This estimate was intended to cover, also, the uncertainties involved in the type of construction for which the low bid was made. It is our opinion that the amount of this estimate is much below the actual value involved.

An item that was not mentioned in our previous letter, is the one of guard fence. The presence of the borrow pit alongside the work would in all probability force the construction of a guard fence along that side of the embankment. The amount of guard fence involved is approximately 3,500 lineal feet, the first cost of which would be about $4,000.

As to the matter of our being required to pay for such subsidence as may occur during construction under Alternate "A", whereas subsidence during construction under Alternate "B" would be borne by the contractor, we will state that our experience in the construction of similar embankments over similar ground indicates that subsidence rarely occurs unless the ground alongside is broken by a borrow pit. It is our judgment that no subsidence will occur under the fill as it is to be constructed under Alternate "A".

There is absolutely no uncertainty in our minds as to the correctness of the Highway Commission's decision to award the contract for Alternate "A" at the higher bid price, and we believe that the considerations which we have mentioned are more than sufficient proof of the greater economy that will result to the participants in the ultimate cost. However, we are not materially concerned as to the amount of participation to be received from the Federal Government, and if, after giving the matter careful consideration, exercising your own judgment as to the relative merit of the two types of construction, as well as considering the particular arguments that we have presented, you can satisfy yourself that the award should have been made for the Alternate "B" type of construction, then we will raise no further objection to your recommending that the federal participation be based on the low bid for Alternate "B".

In case your recommendation is made in favor of Alternate "B", it occurs to us that we would be entitled to federal participation to the extent of 62.25 per cent of the total estimated cost of the work under Alternate "B" rather than to only 62.25 per cent of the cost of such part of the work as happens to have been covered by the bid price. The cost of the borrow pits that would have been required, and the cost of finishing the dredged fills to accurate grade, are legitimate parts of the cost of the work under Alternate "B", and we believe that an estimate of those costs should be added to the amount of the low bid in arriving at the amount of federal participation to be granted.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. F. DeSouza
Assistant Office Engineer .

Dict by S.H.Probert/AP

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.------

POST OFFICE BUILDING.
PORTLAND, OREG.

August 9, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Referring to your letter of August 4th, in regard to award of contract for grading of Oregon Federal aid project #189-D, Mohler-Wheeler section of the Roosevelt Coast Highway.

After carefully considering the reasons you set forth for the award to Hauser Bros. for a total estimated price of $33,000.00 based on their bid prices under Alternate "A", instead of awarding to Earl McNutt for $27,152.50 under Alternate "B", we are of the opinion that Federal participation must be based on the low bid.

Under item No. 1, you have estimated that the cost of acquiring property from which to obtain material for embankment construction under Alternate "B" would be at least $3,500.00 more than under Alternate "A". This is admittedly an estimated quantity and might be much more or less.

Item 2. The estimated cost of finishing subgrade is a relatively small item and seems reasonable, but would not make much difference in the total cost of the work.

Item 3. The greater value of Alternate "A" because the possibility of subsidence if borrow pits were opened up along the toe of the embankments, which you estimate at $3,000 to $5,000, is admittedly indeterminate.

In this connection we wish to point out that the special provisions covering this project provide quite definitely that under Alternate "B" any subsidence which may occur during construction of the embankment shall be replaced by the contractor at his own expense. The State would be liable only for any subsidence which might occur after a section of fill had been brought to grade.

On the other hand, payment under Alternate "A" is to be made on the basis of borrow pit measurement, regardless of how much the fill may sink into the ground on which it is to be built, and the State may be required to pay for a large increase in quantities over the amount estimated.

Ans by S.H.P.

Item 4. While conceding the advisability of avoiding the objectionable features to be expected under Alternate "B", it is very difficult to place a definite value on these features.

For the above reasons we do not feel justified in recommending Federal participation except on the basis of the low bid. This is in line with a conversation between Mr. Caufield and yourself at the time of the bid opening, when Mr. Caufield called attention to the fact that participation would be on the basis of the low bid.

Please advise if this procedure is satisfactory to you. If so, it will not be necessary to send an estimate based on the bid prices, as the percentage of Federal aid can be computed on the basis of the amount of the low bid, or not to exceed 62.25% of $29,867.75.

Yours very truly,

C. H. Bickel,
District Engineer.

QQ 1210

August 5, 1926.

Mauser Brothers,
c/o Multnomah Hotel,
Portland, Oregon.

Gentlemen:

We are forwarding you today, by express, four copies of contract and bond covering the construction of 1.80 miles of grading on the Mohler-Wheeler Section of the Roosevelt Coast Highway in Tillamook County, our contract No. 904, awarded to you by the Highway Commission on July 29th.

Please execute all four copies of the contract and bond and return them all to this office for completion by the members of the Highway Commission, after which one fully executed copy will be returned to you for your files and one to the surety on your bond.

Your attention is called to the paragraph on page 7 relating to the workmen's compensation act. You are expected to carry on your work in strict compliance with the terms of this act.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

LH

PR # 129-D

NOTED

August 4, 1926.

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

At the request of your Mr. Morris, we are presenting the following as the considerations which led to the award of the grading of the Mahler-Wheeler Section (Federal Aid Project No. 129-D) on the basis of Alternate "A" at a bid price $5,847.50 above the low bid on Alternate "B".

1. Under Alternate "B" the cost of acquiring property from which to obtain materials for the embankment construction would be at least $5,500 greater than under Alternate "A". As the property for this purpose was to be furnished to the contractor by the state, this extra cost is not reflected in a comparison of the bid prices.

2. Under Alternate "B", the contractor was not required to finish the subgrade with the same degree of accuracy as was required under Alternate "A" for the reason that the furnishing of an embankment of materials such as would have been put in under Alternate "B", can not be done for several months after the embankment materials are placed, and it was thought best to perform that finishing work with state forces rather than to require the contractor to hold his equipment on the job while the embankment was drying out or to require him to come back to the job at a later time. The additional cost of this finishing by state forces is another item that is not reflected in a comparison of the bid items. It would amount to five or six hundred dollars.

3. The type of construction obtainable under Alternate "A" is superior to that obtainable under Alternate "B" in that under Alternate "B" there would be a wide and deep borrow pit alongside the road which would be unsightly and to some extent unsanitary on account of the fact that the pit could not be drained and would, therefore, contain quantities of stagnant water. The presence of the borrow pit alongside the embankment might, also, and probably would, result in a subsidence

of the ground supporting the embankment, which in turn might result in very considerable expense to the state. The amount of the greater value of Alternate "A" on account of these considerations is, of course, more or less indeterminable, but our estimate of this value is from $4,000 to $6,000; certainly it could not be less than $3,000.

4. On account of the nature of the materials to be placed in the embankments under Alternate "B", construction under that alternate involves some uncertainties and difficulties that are not involved under Alternate "A"; such things, for instance, as sloughing, unequal settlement, doubtful stability, etc. No definite values can be assigned to these uncertainties and difficulties, but there is no question about the advisability of avoiding them if possible.

The considerations mentioned are, we believe, more than sufficient to warrant the award of the contract for the type of construction called for under Alternate "A".

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

SHP:AP

August 3, 1926.

Bureau of Public Roads
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Mohler-Wheeler Section, Project No. 129-D.

Yours very truly,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP

Encl.

Oregon State Highway Department

Project No. 125-D

NEHLER-WHEELER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN TILLAMOOK COUNTY

(Estimate on basis for Project Agreement. Based on Contract Prices.)

Salem, Oregon, August 8, 1936.

ALTERNATE "A"

All Required	Clearing and Grubbing		$ 2,000.00
12,000 cu.yds	Handled Excavation	.35	4,200.00
47,000 cu.yds	Borrow	.50	23,500.00
20,000 sta.yd	Overhaul	.05	1000.00
80 lin.ft	12" Concrete Pipe	2.50	200.00
100 lin.ft.	18" Concrete Pipe	4.00	400.00
70 lin.ft	30" Concrete Pipe	7.50	525.00
5 cu.yds	Class "A" Concrete	40.00	200.00
		Sub-total	$ 32,025.00
		10% Engr. & Cont.	3,200.00
		Total	$ 35,225.00

Length of Project - 1.202 Mi. Gross - 1.145 Mi. Net.

Cost per mile - net length $31,758.05

State Funds Available	$ 31,200.00	
Federal Aid Requested	5,000.00	(13.774%)
	$ 36,200.00	

State Funds - Sale of bonds or current income
Maintenance - Current Income.

July 28, 1926.

FH 129 D

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate to accompany the plans on the Mahler-Wheeler Section, Oregon Project 129-D.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

Dist by J. W. DeSousa/AP

Encl.

Oregon State Highway Department — Project No. 129-B

MOHLER-WHEELER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN TILLAMOOK COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, July 26, 1926

ALTERNATE "A"

All Required	Clearing and Grubbing			$ 2,000.00
15,000 cu.yds	Roadbed Excavation		.35	4,550.00
47,000 cu.yds	Borrow Excavation		.50	23,500.00
20,000 stn.yds	Overhaul		.04	800.00
50 lin.ft	12"	Concrete Pipe	1.50	75.00
150 lin.ft	18"	" "	2.50	375.00
70 lin.ft	36"	" "	7.00	490.00
5 cu.yds	Class "C" Concrete		30.00	150.00
		Sub-total		$ 31,940.00
		10% Engr. & Cont.		3,194.00
				$ 35,134.00

ALTERNATE "B"

All Required	Clearing and Grubbing			$ 2,000.00
12,515 cu.yds	Roadbed Excavation		.40	4,906.00
56,000 cu.yds	Borrow Excavation		.35	19,600.00
20,000 stn.yds	Overhaul		.04	800.00
60 lin.ft	12"	Concrete Pipe	1.50	90.00
120 lin.ft	18"	" "	2.50	450.00
80 lin.ft	36"	" "	7.00	560.00
5 cu.yds	Class "C" Concrete		30.00	150.00
				$ 28,576.00
		10% Engr. & Cont.		2,857.00
				$ 31,433.00

Length of Project 1.202 Miles Gross; 1.145 Miles Net

Cost per Mile, Alternate "A" $ 30,738.40

" " " " "B" 27,800.96

State Funds Available $ 30,134.00 (Sale of bonds or current income)

Federal Aid Requested 5,000.00

$ 35,134.00

CONTRACT# 917,

SEE:

CONTRACT# 892,

327

917 SEE: Contract 892

CONTRACT #917,

PR 129-E Wheeler-Brighton 1926-1929

917

F. A. BELTZ, COUNTY JUDGE
F. L. OWENS, COUNTY COMMISSIONER
S. G. [illegible]ED, COUNTY COMMISSIONER
H. S. BRIMHALL, COUNTY CLERK
JOHN ASCHIM COUNTY SHERIFF
H. S. MANN, COUNTY ASSESSOR

Tillamook County

TILLAMOOK, OREGON

OFFICE OF CLERK

C. W. BARRICK, DISTRICT ATTORNEY
GEO. S. LAMB, COUNTY SCHOOL SUPT.
W. S. COATS, COUNTY SURVEYOR
KATHLEEN MILLS, COUNTY TREASURER
ROY N. HENKLE, COUNTY CORONER

PR 129-E

Jan 11, 1929.

RECEIVED
JAN [illegible]
STATE HIGHWAY COMMISSION

Oregon State Highway Com.
Salem, Oregon.

Gentlemen:

Attention: Roy A. Klein
State Engineer.

Replying to your letter of January 10 regarding $15,000.00 worth of Tillamook road warrants mailed you will say that there was no mistake in the date of these warrants. They were held here in this office the past year by order of the County Court of this county.

Should you desire any further information kindly write the County Court of Tillamook County.

Very truly yours,

H. S. Brimhall

HSB.EB

County Clerk.

Jan. 10, 1928

Mr. H. S. Brimhall
County Clerk
Tillamook, Oregon

Dear Sir:

We have to-day received your favor of Jan. 9th with which you enclosed 20 Tillamook county road warrants, amounting in all to $15,000.00.

We note that these warrants are all dated Jan. 4, 1928, instead of 1929. Is this not a mistake? If not, we are at a loss to account for your having held them in your office during the past year and would appreciate an explanation.

Very truly yours,

RVH COL

State Highway Engineer

F. A. BELTZ, COUNTY JUDGE
F. L. OWENS, COUNTY COMMISSIONER
S. G. [illegible]ED, COUNTY COMMISSIONER
H. S. BRIMHALL, COUNTY CLERK
JOHN ASCHIM COUNTY SHERIFF
H. S. MANN, COUNTY ASSESSOR

Tillamook County

TILLAMOOK, OREGON

OFFICE OF CLERK

C. W. BARRICK, DISTRICT ATTORNEY
GEO. B. LAMB, COUNTY SCHOOL SUPT.
W. S. COATS, COUNTY SURVEYOR
KATHLEEN MILLS, COUNTY TREASURER
ROY N. HENKLE, COUNTY CORONER

PR 1 29-E.

Jan. 8, 1929.

STATE HIGHWAY COMMISSION
OREGON
JAN 10 1929

Oregon State Highway Com.,
Salem, Oregon.

Gentlemen:

Inclosed please find Tillamook County road warrants No. 68241 to No.68260, inclusive, making 20 warrants in all; in the total amount of $15,000.00.

Kindly acknowledge receipt.

Very truly yours,

H. S. Brimhall.
County Clerk.

HSB.EB
INC.
REGISTER.

Credit Co. 29 PF- Grading. Wheeler - Brighton

(See back of this sheet for instructions and detailed information.)

Signed [illegible]

Title [illegible]

letter for our files. RaK.

[illegible] CLARKE

Form 39—A-1861—2M—7-36.

OREGON STATE HIGHWAY DEPARTMENT

PR 129E

FIELD ENGINEER'S WEEKLY REPORT

Date Aug 6, 1936

Job Name Wiseburn - Mapleton

Week from July 29 to Aug 1

Mail Address Eugene, Ore.

Highway Coast

Telegraph or Telephone Address "

County Lane Job Prefix 29 DF

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Have completed till nearly Siuslo Lodge at Mapleton on Friday and began felling on east side on Saturday using portion of camp in Lane adjacent to highway and trucked from there to work. Due to high water the last route to Dept approach should be completed by Thursday of this week.

Crew took two days off to work on getting camp in shape and Wiseburn Bridge was completed on Saturday of last week.

(See back of this sheet for instructions and detailed information.)

Signed D C Johnson

Title Resident Engr

letter for our files. RAK.

L. CLARKE

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

FORM 3510

Southern Pacific Company.

Portland, Oregon.

Ben C. Dey,
General Attorney

103-1
29-2
PRIVATE

May 19, 1928.

RECEIVED
MAY 22 1928
[illegible]

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Agreement with State Highway Commission and County Court of Tillamook County, covering highway encroachment at Fisher's Point.

Dear Sir:

Your letter of the 2nd instant:

When the agreement to which your letter refers was submitted to our Management for execution, I requested that it be returned to me for distribution of the counterparts to your office and to the County Court of Tillamook County. It has not yet been returned.

However, I wish to call your attention to my letter of March 5, 1928, in which I pointed out that the State Highway Commission is under obligation to procure deeds in favor of Southern Pacific Company conveying to it certain parcels of real property specifically described in the agreement, to which property the roadbed of Southern Pacific Company was to be shifted. The agreement provides that transfer of title to Southern Pacific Company shall not be delayed beyond December 31, 1927. It is my understanding that the tracks of Southern Pacific Company have been shifted to this new roadbed and I would thank you to forward at your earliest convenience the deeds conveying title to said property.

Very truly yours,

14/11

Ben C. Dey

W. D. Clarke:

Please note the concluding paragraph of above and secure these deeds as soon as possible. As yet we have been unable to secure reimbursement from the Bureau of Public Roads for our expenditures on the Hampshire contract because we have been unable to furnish them with a copy of the executed agreement with the Southern Pacific Company. I anticipate that Mr. Dey will not send us this copy until these deeds are filed. Please expedite in every possible way. Please return this letter for our files. RAK.

RECEIVED
W. D. CLARKE

May 4, 1923.

Bureau of Public Roads,
Box 5900
Portland, Oregon.

FH 129-2

Gentlemen:

Herewith we are enclosing four copies of voucher in the amount of $41,780.18 on the Wheeler-Brighton Section, Oregon Project 129-B. It is noted that the project agreement as executed states that final payment will not be made on the project until such time as the encroachments upon the railroad right of way have been taken care of. However, we presume that this restriction does not apply to the payment of intermediate vouchers.

For your information, we will state that we have again taken up the matter of securing the return of a copy of the executed agreement with the Southern Pacific Company, and are expecting that we will receive the same some time within the near future. As you have previously been advised, the agreements were executed by the State Highway Commission, and were returned to the Southern Pacific Company, so we expect that the execution on their part is a mere formality which will follow in due course.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP
Encls.

3.70

May 2, 1928

FR 1298

Mr. Ben B. Day,
Pacific Building,
Portland, Oregon.

Dear Sir:

Under date of February 15th I forwarded you two copies of the agreement between the Southern Pacific Company, the County of Tillamook and the State of Oregon, covering the encroachment on the Southern Pacific right of way between Wheeler and Brighton at a point commonly known as Fishers Point in Tillamook County, which had been executed by both the Highway Commission and the County Court of Tillamook County.

I now write to inquire if these agreements have been executed by the management and, if so, to request that we receive our file copy at your convenience. This was a co-operative project with the Federal Government, and we are very desirous of closing up the records on this project which we are unable to do until the encroachment agreement is filed.

Thanking you for your early consideration of this request, I am

Very truly yours,

State Highway Engineer.

RAK:HI

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.------

POST OFFICE BUILDING.
PORTLAND, OREG.

RECEIVED
APR 24 1928
OREGON
STATE

April 21, 1928.

PR 129E

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project No. 129-E, Wheeler-Brighton section of the Roosevelt Coast Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

W. H. Lynch,
District Engineer.

A-PR 3275

Form P. R. 2
State Oregon
Project No. 129, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5618

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 21st day of March, 1928

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of February, 1926, a project statement, which was approved by the Secretary on the 9th day of April, 1926, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 25th day of August 1926, and approved by the Secretary on the 10th day of April, 1928; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of fifty-two thousand, four hundred thirty-nine and 40/100

dollars ($52,439.40) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 51, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count _____ of _____

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____

(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 1002 in the town of Brighton, and survey station 1144 at the south end of Section A of said project near the town of Wheeler, terminal points, a distance of 2.808 miles, known locally as the Wheeler-Brighton Section of the Roosevelt Coast Highway between Astoria and Hebo, Tillamook County, being Section E of Oregon Federal Aid Project No. 129.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

8—5518

APR 21 1926 8 37 AM

(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

STRICKEN OUT

(b) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(c) It is mutually agreed that final payment of Federal Aid will not be made on this project until satisfactory rights-of-way have been secured for these portions of the project which encroach upon the rights-of-way of the Southern Pacific Company.

(d) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such additional surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section E of said project shall not in any event exceed the sum of fifty-two thousand, four hundred thirty-nine and 40/100 dollars, certified to the Secretary of the Treasury as above mentioned, being not more than 42.25 per cent of one hundred forty thousand, eight hundred eight and 00/100 dollars, the approved total estimated cost of Section E of said project.

8—5518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

_____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ of _____
(State or county) (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9. 1921. out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of A ug. 7, 1917, Chapter 237, Laws of 1917.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

APR 21 1928 8 37 AM

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the _____ upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(*b*) By the _____, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

* (Strike out if not appropriate)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 10th day of April, 1931.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By _____
Chairman, State Highway Commission
(Title of officer)

By C. C. Gates
Member, State Highway Commission
(Title of officer)

[SEAL]

By Robert W. Sawyer
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL]

P. M. Lunelad
Secretary of Agriculture.

8—8515

EXECUTE AGREEMENTS SEE PROJECT NO. 112
FOR AUTHORITY OF HIGHWAY DEPARTMENT TO

Form PR. 2—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 1002 in the town of Brighton, and survey station 1144 at the south end of Section A of said project near the town of Wheeler, locally known as the Wheeler-Brighton Section of the Roosevelt Coast Highway between Astoria and Nehe, Tillamook County, and designated in the records of this Department as Section E of Project No. 128, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $140,000.00 as the total estimated cost of Section E of said project, and the sum of $52,450.40 as the share of the United States, payable under said acts on account of Section E of such project, which does not exceed 52.35 per cent of said total estimated cost.

Done at the city of Washington, this 10th day of April one thousand nine hundred and Twenty-eight, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

8—4929

#917
290E

PR129E

March 10, 1926

The Aetna Casualty & Surety Company,
Yeon Building,
Bates, Lively & Pearson, Agents,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 917 for the construction of the Wheeler-Brighton Section of the Roosevelt-Coast Highway in Tillamook County has been completed by the contractor John Humphire and that final settlement will be made by the State with said contractor for work done under said contract on or after March 9th, 1926.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor including this final payment will be $135,086.69 of which amount $4,468.95 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

GENERAL OFFICE
GRANTS PASS, OREGON

PR # 129-E

JOHN HAMPSHIRE
CONTRACTOR

February 25, 1918.

Mr. John Hampshire,
Grants Pass, Oregon.

Attention Mr. E. O. Archibald

Dear Sir:

In reply to your letter of February 21, this will advise that the revised final estimate for the Wheeler-Brighton Section will be ready to send out to you within the next two or three days.

As this revised final estimate will replace the estimate for $4,473.41 dated January 25, we would like to have you return the January estimate to us. Please return the duplicate and original copy of the estimate voucher and the detailed estimate sheets.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

E. O. ARCHIBALD
GENERAL SUPERINTENDENT AND ENGINEER

JOHN HAMPSHIRE
CONTRACTOR

PR # 129-E

REPLY TO

Grants Pass, Oregon.
Feb. 25, 1928.

OREGON

Roy A. Klein,
State Highway Engineer.
Salem, Oregon.

Attention: S.H. Probert.

Dear Sir:-

This will acknowlege receipt of your letter of February 25th. re final estimate Wheeler-Brighton Section.

As per your request, I am enclosing herewith both the duplicate and the original copy of estimate voucher issued under date of January 25Th. This voucher was executed by me before my attention was called to the amount of the estimate. I have indicated cancellation of my signature upon the original copy.

The detail estimate sheet was sent to Max J. Kuney at Walla Walla, Wash. for his information. I am writing him today asking that he return it to you.

Please rush revised final all possible, and oblige.

Yours very truly,

John Hampshire,

E. O. Archibald

E. O. ARCHIBALD
GENERAL SUPERINTENDENT AND ENGINEER

JOHN HAMPSHIRE
CONTRACTOR

REPLY TO

Grants Pass, Oregon.
Feb. 21, 1928.

RECEIVED
FEB 23 1928
OREGON
STATE HIGHWAY COMMISSION

Roy A.Klein,
State Highway Engineer.
Salem,Oregon.

Attention: Mr. Probert

Dear Sir:-

We have been advised by Max J.Kuney that there would be a revised final to cover contract #917-Wheeler-Brighton Section of the Roosevelt Coast Highway. Can you give us any information as to when we may expect this.

Yours very truly,

E.O.Archibald.

Southern Pacific Company

February 23, 1938. FH 129-E

Mr. C. E. Purcell
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon

Dear Sir:

Reference is made to our letter of recent date transmitting copy of the agreement covering the right of way encroachment on the Wheeler-Brighton Section, Oregon Federal Aid Project 129-E.

We are in receipt of a letter from the Southern Pacific Company, a copy of which is enclosed herewith, advising us to the effect that the agreement apparently is going through for execution by the Southern Pacific Company without any delay.

This information is sent to you for such value as it may have in expediting the preparation of the project agreement.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AF

FORM 3810

Southern Pacific Company.

Portland, Oregon.

File Miscellaneous 129E

Ben B. Dey,
General Attorney

February 17, 1928.

Mr. Roy A. Klein,
State Engineer,
Salem, Oregon.

Dear Sir:

I thank you for your letter of the 15th instant enclosing two counterparts of agreement between Southern Pacific Company, County of Tillamook and the State of Oregon covering encroachment by state highway construction on Southern Pacific right of way between Brighton and Wheeler at a point commonly known as Fisher's Point in Tillamook County. As soon as this agreement has been executed by Southern Pacific Company I will forward to the State Highway Commission an executed counterpart for its files.

Very truly yours,

BBD/11

February 14, 1928.

FH 129-E

Mr. C. H. Purcell,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

Reference is made to past correspondence on the right of way encroachments on the Wheeler-Brighton Section, Oregon Project 129-E.

For your information, we are enclosing herewith a blue print of agreement with the Railroad Company. This is complete except for a blue print which we were not able to duplicate. The agreement now has been executed by the State Highway Commission and the County Court of Tillamook County, and is being returned to the Railroad Company for execution by them. As the agreement has been signed in the form in which the Railroad Company prepared it, there will be no question regarding their signature. Under the circumstances, we are wondering whether it would not be possible for your Bureau to prepare the project agreements and send them to us for execution. In the event that you should desire to withhold final execution of the project agreement by the Secretary of Agriculture until such time as the right of way agreement has been executed by the Railroad Company, we would at least have all of the preliminary work accomplished on the project agreement.

Will you please advise regarding this?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP

FH 128 B.

U. S. Bureau of Public Roads
Box 3900
Portland, Oregon.

Gentlemen:

Reference is made to your letter of the 2nd inst., relative to right of way agreement with the Southern Pacific Railroad Company on the Wheeler-Brighton Section, Oregon Project 128-B.

We know of no particular reason why the execution of this agreement should be delayed by the Railroad Company, but hardly anticipate that final copy will be secured within less than three or four weeks. It therefore would appear to us to be desirable to proceed with the preparation of the project agreement, incorporating such clauses as might be required to protect the government in the payment of federal aid funds.

With reference to the matter of the set-up of federal aid on the project, we would call your attention to our letter of January 10, 1927 in which it was requested that the federal aid be increased from $2500 to $52,439.40. This letter was written relative to various units on projects 116, 127, 128, 129, and 131.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP

D STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

OUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

March 2, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The blue-print copy of the agreement between the State, Tillamook County, and the Southern Pacific Railroad Company concerning the right-of-way on Oregon Federal Aid Project No. 129-E, Wheeler-Brighton, has been examined and found satisfactory evidence that right-of-way has been secured. When the agreement has been executed by the Railroad Company three additional copies should be submitted.

If it is likely that there will be any delay in securing copies which have been signed by the Railroad Company, the agreement may as well be drawn with a clause stipulating that final payment of Federal aid funds will not be made until the agreement has been executed. Can you give us any idea as to when the executed copies may be expected?

When the agreement for this section was originally requested a set-up of $2,500 of Federal aid was desired. We do not find that we have had any further advice concerning the total Federal aid expected. Will you please give us this information also.

Very truly yours,

RECEIVED
MAR 2 1926
OREGON
STATE HIGHWAY COMMISSION

L. J. CAUFIELD
Associate Highway Engineer.

March 2, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The blue-print copy of the agreement between the State, Tillamook County, and the Southern Pacific Railroad Company concerning the right-of-way on Oregon Federal Aid Project No. 129-E, Wheeler-Brighton, has been examined and found satisfactory evidence that right-of-way has been secured. When the agreement has been executed by the Railroad Company three additional copies should be submitted.

If it is likely that there will be any delay in securing copies which have been signed by the Railroad Company, the agreement may as well be drawn with a clause stipulating that final payment of Federal aid funds will not be made until the agreement has been executed. Can you give us any idea as to when the executed copies may be expected?

When the agreement for this section was originally requested the set-up of $2,500 of Federal aid was desired. We do not find that we have had any further advice concerning the total Federal aid expected. Will you please give us this information also.

Very truly yours,

L. J. CAUFIELD
Associate Highway Engineer.

Form OP-2106—12M—9-26.

PR 129 E

ORE... STATE HIGHWAY DEPARTME...

FIELD ENGINEER'S WEEKLY REPORT

Date Oct 6, 1926

Job Name Wheeler - Grandview

Week from 9-27 to 10-2

Mail Address Parkdale Ore

Highway Roosevelt Coast

Telegraph or Telephone Address

County Tillamook Job Prefix 29 PF

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Hanson Bros. have sublet contract to John Hansen, agent for Hansen Bros. that he had subcontracted the clearing and grading from Beaton Cr. to the N'ly fill south of Tobin Creek Fill to Lair & Company.

Hanson Bros. have subcontracted the work at Fishers point, both clearing and grading and N'ly end of Slavich Mt. contracted all clearing from station 1087 + 00 to 1247.

Lair & Company have started clearing operations on the Slavich Mt. they contracted and expect to commence grading on this work at once.

RECEIVED
OCT 1 1926
...

NOTED
J. C. CLARKE

(See back of this sheet for instructions and detailed information.)

Signed E. F. Lighty

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

September 4, 1926.

FH 119-2

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

There is enclosed herewith six copies of estimate on basis for project agreement on the Wheeler Brighton Section of the Roosevelt Coast Highway in Tillamook County, Oregon Project No. 119-2.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Oregon State Highway Department — Project No. 128-B

WHEELER-BRIGHTON SECTION OF THE ROOSEVELT COAST HIGHWAY

IN TILLAMOOK COUNTY

(Estimate as basis for Project Agreement. Based on Contract Prices.)

Salem, Oregon, September 2, 1926.

All Required	Clearing and Grubbing			$ 11,000.00
5 Acres	Extra Clearing and Grubbing	$ 400.00		1,900.00
96,000 cu.yds	Class "A" Excavation		.45	43,700.00
126,000 cu.yds	Class "B" Excavation		.55	69,300.00
1,200 cu.yds	Culvert Excavation		1.00	1,200.00
300,000 Sta.yds	Overhaul		.02	6,000.00
42 cu.yds	Class "C" Concrete		24.00	1,008.00
800 lin.ft	12" Concrete Pipe		1.80	1,500.00
600 lin.ft	18" Concrete Pipe		2.50	1,500.00
500 lin.ft	24" Concrete Pipe		3.50	1,750.00
100 lin.ft	36" Concrete Pipe		6.00	600.00
4,000 lin.ft	6" Porous Drain Tile		.20	800.00
400 cu.yds	Rock Backfill for Drains		1.50	600.00
		Sub-total		$128,008.00
		10% Engr. & Cont.		12,800.00
		Total		$140,808.00

Length of Project 2.365 miles

Cost per mile $ 49,147.92

State Funds Available $ 138,308.00

Federal Aid Requested 2,500.00

$ 140,808.00

State Funds for Construction - Chap. 175 Laws 1917, Chap. 31, Laws 1920
" " " Maintenance - Res. Aug. 17, 1917, Chapter 237, Laws 1917.

CO CO 129 E

September 1st, 1926.

John Knapshire,
Lundberg Bldg.,
Grants Pass, Oregon.

Dear Sir:

We are forwarding you today by express four copies of State Highway Contract No. 917, which was awarded to you on the 26th of August, 1926, by the State Highway Commission, for the construction of 2.86 miles of grading on the Wheeler-Brighton Section of the Roosevelt Coast Highway in Tillamook County.

Please execute all four copies of this contract and bond and return them all to this office for completion by the members of the Highway Commission, after which one fully executed copy will be returned to you for your files, and one to the surety on your bond.

Your attention is called to the paragraph on Page 7, relating to the Workmen's Compensation Act. You will be expected to accept this act and to carry on your work in strict compliance with the terms thereof.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

F

August 25, 1926.

FH 160.3

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate of cost to accompany the plans on the Wheeler-Brighton Section, Oregon Project No. 159-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prubert
Office Engineer

Dict by J. W. DeCamp/AP

Encls.

Oregon State Highway Department — Project No. 128-E.

WHEELER-BRIGHTON SECTION OF THE ROOSEVELT COAST HIGHWAY

IN TILLAMOOK COUNTY

(Estimate with Plans. Not as basis for project agreement.)

Salem, Oregon, August 25, 1926.

All Required		Clearing and Grubbing		$ 17,[illegible].00
	3 Acres	Extra Clearing and Grubbing		[illegible].00
95,000	cu.yds	Class "A" Excavation	.25	23,[illegible].00
106,000	cu.yds	Class "B" Excavation	.65	68,[illegible].00
1,200	cu.yds	Culvert Excavation	1.25	1,[illegible].00
300,000	sta.yd	Overhaul	.02	6,[illegible].00
42	cu.yds	Class "C" Concrete	25.00	1,[illegible].00
800	lin.ft.	12" Concrete Pipe	1.50	1,[illegible].00
600	lin.ft	18" Concrete Pipe	2.00	1,[illegible].00
500	lin.ft	24" Concrete Pipe	3.50	1,750.00
100	lin.ft.	36" Concrete Pipe	6.50	[illegible].00
4,000	lin.ft	6" Porous Drain Tile	.25	1,[illegible].00
400	cu.yds	Rock Backfill for Drains	2.50	1,[illegible].00
			Sub-total	$ 136,825.00
			10% Engr. & Cont.	13,532.50
			Total	$ 149,957.50

Length of Project - 2.365 Miles

Cost per Mile - $62,341.18

State Funds Available - $ 146,957.50

Federal Aid Requested - 3,000.00

$ 149,957.50

State Funds for Construction - Chapter 175, Laws 1917; Chapter 31, Laws 1920.

" " " " - Exs. Aug. 17, 1917; Chapter 237, Laws 1917.

CONTRACT #918,
961, 970,

PR 131-A Rogue River Bridge at 1926-1928
Gold Hill
918.961.970

#961-
1500C-1
PR-131

December 13, 1927

Mr. C. Frank Rhodes,
Medford Nat'l Bank Bldg.,
Medford, Oregon

Dear Sir:

Mr. George Askin has again called our attention to the fact that you have not paid him for the sand and gravel he furnished you in connection with your contract for the construction of the Gold Hill Bridge approach.

He states that if you have paid Mr. Porter for this, you have paid the wrong man as Mr. Porter is not the owner of the sand and gravel. He says he obtained this sand and gravel from Mr. E. L. Ridgon who furnished sand and gravel to O. N. Pierce. This was the balance left after the bridge was completed. Mr. Porter had nothing whatever to do with it.

If this is the case the claim is still one against yourself and your bond. Will you please give it your attention?

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

PR 7.31 #961

December 13, 1927

The Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Attention: K. V. Lively

Gentlemen:

Referring to your letter of August 25, 1927 concerning claim of George W. Askin against C. F. Rhodes for sand and gravel which it is alleged was sold to Mr. Rhodes in connection with his contract for the construction of the Gold Hill Bridge approach. Mr. Askin was in the office this afternoon and stated that the sand and gravel in question were purchased by him from E. L. Rigden, who furnished sand and gravel to O. N. Pierce in connection with his contract for the construction of the bridge over the Rogue River at this point. It seems that Mr. Rigden and Mr. Pierce had an understanding to the effect that Pierce would pay for only the sand and gravel that was actually used in the construction of this bridge but that what remained belonged to Mr. Rigden. It was this remaining sand and gravel that was acquired by Mr. Askin.

It seems that Mr. Rhodes desired this and took the initiative in its purchase from Mr. Askin. Mr. Askin, so we are informed, gave Rhodes to understand that he could have the material at 75¢ a yard, which was acceptable to Mr. Rhodes. Just what connection Mr. Porter had with the deal Mr. Askin does not know. If Mr. Askin's assertions are correct then Rhodes is still indebted to him in the sum of $37.50. Mr. Askin will call on you concerning this in a few days.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

#970-
150C-2
PR#431

December 10th, 1927

Globe Indemnity Company,
Martin & Campbell,
Wilcox Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we are about to make final payment to C. L. Camp on his contract for the surfacing of the Gold Hill Section of the Pacific Highway in Jackson County, contract No. 970. The amount of this final payment is $719.14.

The warrant will be released to Mr. Camp on or after Tuesday, December 20th, 1927.

This department has no knowledge of any claims outstanding against Mr. Camp in connection with this work, and we assume no responsibility should there be any.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. H. Chinoyer,
Chief Clerk.

HHC:JB

#961-150C-1
PR131

November 15, 1927

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
[illegible] Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 961 for the construction of the approaches to the Rogue River Bridge on the Pacific Highway in Jackson County has been completed by the contractor C. Frank Rhodes, and that final settlement will be made by the State with said contractor for work done under said contract on or after December 25th, 1927.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of said work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid on this contract is $13,904.48 of which amount $804.95 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#970-150-2
PR-131

November 5, 1927

Globe Indemnity Company,
Martin & Campbell, Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to C. L. Camp on contract No. 970 for the construction of the Gold Hill Section of the Pacific Highway in Jackson County.

This payment will be made on or after November 18th, 1927. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PR 131

15 PC. 2

October 20, 1927.

Mr. W. L. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

The price agreement recently submitted for the furnishing of 200 cubic yards of 1/2" to 1/3" maintenance materials in connection with the Gold Hill surfacing contract has been approved, and your copy is being returned to you herewith.

As no provision was made in the agreement as to the basis of measurement of the materials furnished and as to whether or not the agreed price included the cost of transporting the materials from the crusher to the stock pile site, we have added provisions in regard to these matters. If these provisions as we have added them are not in accord with your understanding with the contractor, please advise us at once as Mr. Klein's approval has been made subject to the inclusion of these provisions.

In agreements of this kind it would be well to include information as to the distance that the materials are to be hauled and other details of that kind as without such information the agreed price can not be intelligently passed upon.

Your attention is again called to the instructions at the bottom of the price agreement form in regard to the number of copies which are to be submitted to this office. You will note from these instructions that a total of five instead of four copies should be submitted.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. E. Probert
Office Engineer

SEP:AP

CC Mr. J. G. Bromley

PR #131

PR #131

SOUTHERN PACIFIC COMPANY

PORTLAND, OREGON

October 19, 1927.

Mr. Wm. W. Merinell,
County Judge of Jackson County,
Medford, Oregon.

Dear Sir:

With further reference to your letter of August

Dear Sir:

This concerns the elimination of grade crossing at Gold Hill.

On August 25, we wrote to you requesting that formal action be taken toward the vacation of the Old Pacific Highway grade crossing at Gold Hill.

We are prepared to close out this transaction on

If this action has been taken, please send us a certified copy of the records in regard thereto so that the same may be forwarded to the Southern Pacific Company.

copies of the County Court's vacation proceedings which

As stated in our previous letter, the railway company is refusing to make payment of its cooperative share in this grade crossing elimination project until a certified copy of the vacation proceedings is received. The amount of the railway company's cooperation is $10,500, and the matter is therefore one of some importance to us. We will greatly appreciate anything that you can do to expedite the forwarding of this certified copy of the vacation proceedings.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

FORM 2569

LOCAL
5-22-1926

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

PORTLAND, OREGON

IN REPLY PLEASE REFER TO
NO. GMO 70144

E. L. KING,
SUPERINTENDENT

Oct. 18, 1927

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Dear Sir:

With further reference to your letter of August 25th concerning the elimination of grade crossing at Gold Hill.

We are prepared to close out this transaction on receipt of bill from your Department and the certified copies of the County Court's vacation proceedings which, we understand, you are arranging to get.

Yours truly,

E L King jr

August 25, 1927.

Hon. W. J. Hartzell,
County Judge of Jackson County,
Medford, Oregon.

Dear Sir:

We have received a request from the Southern Pacific Company, copy of which is attached hereto, that the County Court proceed with the vacation of the old Pacific Highway crossing at Gold Hill. This request is in accord with the Public Service Commission Order No. 1561, a copy of which is attached hereto for your convenience.

I trust that you will handle this matter promptly, since the Southern Pacific Company will not pay us its co-operative share on the new structure until all the proceedings have been completed.

It will probably be necessary to furnish the Southern Pacific Company with a copy of the vacation order for their records and also the same should be filed in the office of the County Recorder. Would thank you to advise when this has been done.

Thanking you for your cooperation in these matters, I am

Very truly yours,

State Highway Engineer.

BAK:HI

cc W. E. Chandler
S. H. Probert

August 25, 1927.

Mr. E. L. King, Superintendent,
Southern Pacific Company,
Portland, Oregon.

(Your file GSO 70144)

Dear Sir:

Receipt is acknowledged of your letter of August 17, 1927, regarding the vacation of the old Pacific Highway crossing just south of Gold Hill, which is no longer necessary on account of the construction of the new Pacific Highway bridge. We will take the matter up directly with the County Court of Jackson County and ask them to commence vacation proceedings at once. We will endeavor to follow this through and as soon as the matter has been completed, will arrange to have the County Court send you a copy of the proceedings so that your records may be completed.

Wish to thank you for your consideration in instructing your roadmaster to keep the old crossing open for ten days longer. This will be a material help to the contractor, as it will shorten his haul on surfacing materials.

Very truly yours,

State Highway Engineer.

HAX:HI

cc W. E. Chandler
S. H. Probert

#961
ISQC-1
PR#131

O. N. PIERCE-COMPANY

October 18, 1927

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to C. Frank Rhodes on contract No. 961 for the construction of the approaches to the Rogue River Bridge in Jackson County.

This payment will be made on or after October 28th, 1927. Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

H. B. Claiayer,
Chief Clerk.

Dict. by J. McFarland.

Buildings Designed While You Wait

Buildings Erected While You Wait

PR 131 #918.

Money Pay While We Wait

Jackson Co

O. N. PIERCE-COMPANY

GENERAL CONTRACTORS

1368 Lombard Street

PORTLAND, OREGON

Oct. 1, 1927.

OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen : Attention - Mr. H. R. Glaisyer.

This acknowledges receipt of certified copy of notice of claim of Frank Hammond in connection with the construction of the Gold Hill Bridge over Rogue River.

I am enclosing herewith a copy of my letter to the Fidelity & Deposit Co., which is a true statement of the situation to the best of my knowledge. I believe Rigdon to possess some property; therefore if Hammond can establish a legitimate claim against him I think he would pay. I do not think Hammond has made any attempt to collect directly from Rigdon. Instead he has attempted to use me, and others as bill collectors of an unestablished claim.

At this writing I wish to call your attention to the recent decision of Judge Percy R. Kelly, Gabriel Powder & Supply Co. against the Independence Indemnity Company to the complaint of the State of Oregon, wherein Judge Kelly held that Bonding Companies are not liable to bills incurred by sub-contractors.

Truly yours,

O. N. Pierce.

CC {Fidelity Deposit Co.
{W.G.Trill

Aug. 4,1927.

Fidelity & Deposit Co.,
Portland,Oregon.

Gentlemen : Attention - Mr. Clarence D. Porter.

This acknowledges your letter regarding the claims of Frank Hammond and The Gold Hill Hardware Co. against E. L. Rigdon.

Rigdon had no sub-contract under me. In fact, he was no more a sub-contractor on the Gold Hill Bridge than the Beaver Portland Cement Co., The Pacific Coast Steel Co., and several other material dealers who quoted me, in writing, for material required for the work.

Rigdon agreed to furnish sand and gravel delivered at the bridge site for a certain price per cu. yd., and the amount to be the quantity survey of the engineer in charge of the work. I had nothing to say about his plant nor where he got the material.

It seems that Hammond and Porter contracted with Rigdon to deliver gravel from the bar to his plant at a certain price per cu.yd. and Hammond told me that Rigdon still owed him $75.00.

Rigdon found his own location and installed his own plant and sold material to me and I paid him for it. Rigdon also sold material from the same plant to others in Gold Hill, and later one of the parties - Porter - to the agreement with Rigdon hauled sand and gravel, which either belonged to Rigdon or to Hammond and Porter, and sold it to others who had no connection with my work.

The Gold Hill Hardware Co. sold nothing to Rigdon that could have gone into the bridge. Any account of this company must have been for supplies to Rigdon's plant and auto truck. Rigdon later sold the truck to Porter, hereinbefore mentioned, and I was virtously forced to buy part of the plant in order to get out material for my work in another county.

Hammond, through, W.S.Trill, tried to use me as a bill collector. Now it seems that he is trying to use The Fidelity & Deposit Co. for the same purpose.

Aug. 4,1917.

...the claim can be proved and judgement awarded against Rigdon. I believe he will pay. I do not know the agreement between Hammond and Porter and Rigdon. If it were to be bunker measurement, then Hammond and Porter would have to take the survey of the engineer as Rigdon did. If measurement were to be taken from the bap and Hammond and Porter were to deliver gravel to the plant at a price per cu. yd., one measure of bap run delivered to the plant would make nearly one and one half measures when it were taken from the bunkers.

In case collection cannot be had from Rigdon and judgement should be awarded against me, I am positive the bill could be collected without appeal to any survey.

Respectfully yours,

#918
Mckenzie Co
PR#131

October 1, 1927.

Hon. Sam A. Kozer
Secretary of State
Bismarck

Attention Mr. E.J.Ems - Filing Division

Dear Sir:

This is to acknowledge receipt of your letter of the 26th ult. enclosing three copies of the notice of the claim of H. S. Johnson against O. H. Pierce, State Highway contractor, it being for materials furnished Mr. Pierce in the sum of $47.86 used in connection with the construction of a bridge over the Bogue River at Gold Hill.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H.B.Gleisner - Chief Clerk.

RAK/JH

October 1, 1927.

Mr. Clarence D. Porter
Fidelity & Deposit Co. of Maryland
Gasco Bldg.
Portland, Oregon

Dear Sir:

We hand to you herewith copy of the notice which we have today received from Mr. Kozer, Secretary of State, it being a notice of the claim of M. S. Johnson against O. K. Pierce for materials furnished him in the sum of $47.86 used in connection with Mr. Pierce's contract for the construction of a bridge over Rogue River at Gold Hill. This information is given you as surety on the bond furnished by Mr. Pierce in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H.B.Glaisyer - Chief Clerk.

HBG/JH

October 1, 1927.

Mr. O. H. Pierce
1368 Lombard St.
Portland, Oregon

Dear Sir:

We hand to you herewith a copy of a notice that we have today received from Mr. Kozer, Secretary of State, it being a notice of the claim of M. S. Johnson against you for materials furnished in connection with your contract for the construction of a bridge over Rogue River in Gold Hill, the amount of the claim being $47.86.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H.B.Glainyer - Chief Clerk.

HBG/JH

SAM A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

September 26, 1927

RECEIVED
OCT 1 1927
STATE OF OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from W. G. Trill, Attorney, Central Point, Oregon, a notice of claim by M. S. Johnson for materials furnished in the sum of $47.86, against the bond taken from O. N. Pierce, principal, and the Fidelity and Deposit Company of Maryland, surety, for the construction of a bridge over the Rogue River at Gold Hill, Jackson County, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By N. J. Haas

NJH:CS

ANSWERED
H. B. G.

C O P Y

Central Point, Oregon, September 6th, 1927

To Sam A. Kozer, Secretary of State for the State of Oregon:

Notice is hereby given that the undersigned, M. S. Johnson, has a claim for materials such as bolts, galvanized iron, cap screws and nails, etc., in the sum of Forty-seven and 00-100 Dollars, against the bond taken for O. N. Pierce, principal contractor, and the Fidelity and Deposit Company of Maryland, surety for said O. N. Pierce, contractor, for the construction of a bridge over the Rogue river at Gold Hill, in Jackson County, Oregon, State Highway Contract No.918, for the construction and erection of said bridge, including the materials and labor used by said contractor in the completion of said bridge.

M. S. JOHNSON

File No.675

Filed
Sep 7,1927
SAM A. KOZER
Secretary of State

PP#131

#915-
Jackson Co.

September 30th, 1927.

Fidelity & Deposit Co. of Maryland,
Clarence L. Porter , Agent,
Spaes Bldg.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of Frank Hammond in the sum of $85.60, being for labor performed G. W. Pierce in connection with his contract for the construction of a bridge over Rogue River at Gold Hill.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Mr. Pierce in this instance.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

R. H. Glasgow,
Chief Clerk.

JH

September 30th, 1927.

G. W. Fleeger & Co.
1240 Lombard Bldg.
Portland, Oregon.

Dear Sirs

Enclosed herewith please find certified copy of notice of claim of Frank Hansen in the sum of $54.00, being for labor performed for you in connection with your contract for the construction of a bridge over the Rogue River at Gold Hill.

Your early attention to this matter will be greatly appreciated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glainyer,
Chief Clerk.

JB

September 30th, 1927.

Hon. Sam A. Lewis,
Secretary of State,
Building.

Dear Sir:

This is to acknowledge receipt of your letter of the 26th inst. enclosing three certified copies of the notice of claim of Frank Hammond in the sum of $81.60, being for labor performed for O. E. Pierce in connection with his contract for the construction of the bridge over the Rogue River at Gold Hill.

Please be advised that we are today forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

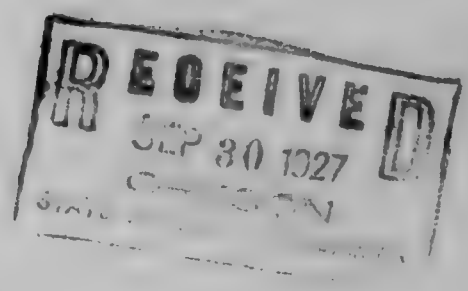
JB

KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

September 26, 1927



State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from W. G. Trill, Attorney, Central Point, Oregon, and filed in this office a notice of claim by Frank Hammond for hauling sand and gravel and for labor of man and team in the sum of $81.60, against the bond taken from O. N. Pierce, principal, and the Fidelity and Deposit Company of Maryland, surety, for the construction of a bridge over the Rogue River at Gold Hill, Jackson County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By N. J. Haas

NJH CS

#918
1368 Lombard
Portland
Fid & dep. co. ret.
Clarence D Porter
Jan 5

COPY

Central Point, Oregon. September 6th, 1927

To Sam A. Kozer, Secretary of State for the State of Oregon:

Notice is hereby given that the undersigned, Frank Hammond, has a claim for hauling sand and gravel, and for labor with man and team, in the sum of Eighty-one and 60-100 Dollars, against the bond taken for O. N. Pierce, principal contractor, and the Fidelity and Deposit Company, of Maryland, surety for said O N Pierce, contractor, for the construction of a bridge over the Rogue river, at Gold Hill, Jackson County, Oregon, State Highway Contract No.918, for the construction and erection of said bridge, including the materials and labor used by said contractor in the completion of said bridge.

FRANK HAMMOND

File No.674

Filed
Sep.7, 1927
SAM A KOZER
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Frank Hammond for hauling sand and gravel and for labor of man and team in the sum of $81.60, against the bond taken from O. N. Pierce, principal, and the Fidelity and Deposit Company of Maryland, surety, for the construction of a bridge over the Rogue River at Gold Hill, Jackson County, Oregon, with the original notice of claim filed in the office of the Secretary of State on September 7, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of September, A. D. 1927.

Sam A. Kozer

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Frank Hammond for hauling sand and gravel and for labor of man and team in the sum of $81.60, against the bond taken from O. N. Pierce, principal, and the Fidelity and Deposit Company of Maryland, surety, for the construction of a bridge over the Rogue River at Gold Hill, Jackson County, Oregon, with the original notice of claim filed in the office of the Secretary of State on September 7, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of September, A. D. 1927.

Sam A. Kozer

Secretary of State

By _____

Deputy

Form 10—[illegible]

PR # 131

OR[illegible] STATE HIGHWAY DEPARTME[illegible]

FIELD ENGINEER'S WEEKLY REPORT

NOTED

Date Sept. 21, 1927, 19[illegible]

Job Name Gold Hill Bridge Approaches Grading

Highway Pacific

County Jackson Job Prefix 15PC-1

Week from Sept. 10 to Sept. 17

Mail Address Grants Pass, Ore.

Telegraph or Telephone Address " "

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Mr. Rhodes, the contractor, has completed the grading of the Gold Hill Approaches and entire crew has moved. The final records and estimate will be completed in a very few days.

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

APTITUDE SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Form 10—[illegible]—[illegible]—8-26.

PR # 131

OR[illegible] STATE HIGHWAY DEPARTME[illegible]

NOTED

FIELD ENGINEER'S WEEKLY REPORT

Date Sept. 21, 1927, 192[illegible]

Job Name Gold Hill Surfacing & Maintenance

Week from Sept. 10 to Sept. 17

Mail Address Gold Hill, Oregon.

Highway Pacific

Telegraph or Telephone Address Gold Hill, Oregon.

County Jackson Job Prefix 15PC-2

Express and Freight Address Gold Hill, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Mr. C. L. Camp, the contractor, has completed his contract for surfacing the Gold Hill Bridge Approaches and the stocking of maintenance materials from Mile Post 288.3 to Milp Post 301.

Below is a complete list of all materials handled. Stock Piles are truck measurement.

	Mile Posts	3/4"	1 1/4"	½"	2½"	Filler
	289	64	128			
	291	180	328			
	293	92	368			
	295	96	344			
Plant	297	80	676	216		
	299	206	376			
	301	252	452			
Truck Measurement - - - - -		970	3116	216		
Used in Surfacing as per Receipt Books. Actual yds.		256	444		464	360

Mr. Camp is now moving his equipment from Gold Hill to the Prospect - Crater Lake Park Boundary job.

RECEIVED
SEP 23 1927
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

#918-
Jackson Co
PR#131

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS *and* BURGLARY INSURANCE

Gasco Building

PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

September 9, 1927.

RECEIVED
SEP 10 1927
OREGON STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Attention of Mr. Glaisyer.

Dear Sir: In re. Bond #3313626-O. N. Pierce,
Construction of bridge over
Rogue River.

I wish to thank you for your letter of the 7th concerning claim filed in connection with this bond.

Very truly yours,

Clarence D. Porter
Manager.

CDP:EA

CLASS OF SERVICE	
Telegram	
Day Letter	X
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF
WESTERN UNION TELEGRAM

September 3,1937

E L KING SUPT

SOUTHERN PACIFIC COMPANY

PORTLAND OREGON

REGARDING CLOSING SOLD HILL CROSSING OUR CONTRACTOR WILL COMPLETE RIP RAPPING OPERATIONS SATURDAY NIGHT SEPTEMBER TENTH AND WE WILL POSITIVELY CLOSE CROSSING THAT DATE STOP THANK YOU FOR YOUR CONSIDERATION IN THIS MATTER

NOT A WORD

E L Young
HO

FORM 3000

LOCAL
12-20-1926

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

PORTLAND, OREGON

E. L. KING,
SUPERINTENDENT

IN REPLY PLEASE REFER TO
NO. GMO 70144

Sept. 7, 1927

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Your letter of August 25th with reference to highway crossing at Gold Hill.

We authorized the use of this crossing for ten days beginning August 24th and this ten days has now expired. While we do not want to impose a hardship on the Highway Commission, we are anxious to affect complete abandonment of the crossing and eliminate the hazard incident to its continued use. I understand it is still being used and we will appreciate your making suitable arrangements so that we can remove the crossing.

Yours truly,

E L King
ho

#918
Fidelity
PP 131

September 7th, 1927

Fidelity & Deposit Co. of Maryland,
Clarence B. Porter, Agent,
Owens Bldg.
Portland, Oregon.

Gentlemen:

This is to inform you that we have today received a letter from H. B. Hill, Central Point, Oregon, in which he enclosed affidavits of claims of Frank Hammond and E. S. Johnson against C. H. Pierce, that of Mr. Hammond being for labor and team work in connection with hauling sand and gravel for Mr. Pierce used in connection with the construction of the bridge over Rogue River at Gold Hill. The claim of Mr. Johnson is for material furnished for connection with this same bridge structure.

This information is given you as you appear as surety on the bond furnished by Mr. Pierce in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

September 7th, 1927

Mr. O. H. Plowman,
1250 Lombard Sts., N.
Portland, Oregon.

Dear Sir:

This letter is to inform you that we have today received from Mr. V. S. Trill of Central Point, Oregon, notice of the claim of Frank Hammond against you, being for labor and team work in hauling sand and gravel in connection with your contract for the construction of the bridge over Rogue River at Gold Hill.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Glaisyer,
Chief Clerk.

EBG:JS

September 9th, 1927

Mr. O. E. Thorpe,
1020 Eastmond Blvd., E.
Portland, Oregon.

Dear Sir:

This letter is to inform you that we have today received from Mr. V. S. Trill, Central Point, Oregon, notice of the claim of E. S. Johnson against yourself, being for materials furnished you in connection with your contract for the construction of the bridge over Rogue River at Gold Hill. The amount of the claim is not stated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. E. Gleisner,
Chief Clerk.

EEG:JS

Central Point, Oregon, September 8th, 1927.

September 7th, 1927

Mr. W. H. Tritt,
Central Point, Oregon.

Dear Sir:

Depending to your request of the 6th inst. we are mailing to you herewith certified copy of contract and bond awarded to O. H. Pierce in connection with the construction of the bridge over the Rogue River at Gold Hill on the Pacific Highway in Jackson County, Oregon.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Gleisner,
Chief Clerk.

HBG:JS

Central Point, Oregon, September 6th, 1927.

To the State Highway Engineer, and
To the Secretary of the State Highway Commission:

Gentlemen:

I am herewith inclosing affidavits of Frank Hammond and M S. Johnson, requesting a certified copy for each of the applicants, of the contract of O N. Pierce, together with a certified copy of the bond of the Fidelity and Deposit Company of Maryland, surety for said O N. Pierce, contractor, covering the construction and erection of said bridge over the Rogue River, at Gold Hill, in Jackson County, Oregon.

Yours very truly

L. E. Gill

ANSWERED
H. B. G.

STATE OF OREGON)
: ss
COUNTY OF JACKSON)

I, Frank Hammond, being first duly sworn depose and say: That I hereby make application for a certified copy of the Contract and Bond between the State of Oregon and O N.Pierce for the construction and erection of the Bridge over the Rogue River at Gold Hill in Jackson County,Oregon, same being a part of the Pacific Highway, that I am interested in said contract to the extent that I furnished labor, team work and that I hauled sand and gravel, which was furnished at the special instance and request of the said O N.Pierce, and that the said O N.Pierce has not paid xxxx for same, and that said labor and team work and sand and gravel was used in the construction and erection of said Bridge which bridge is a part of the Pacific Highway of the State of Oregon.

Frank Hammond

SUBSCRIBED and sworn to before me this 6th,day of September,1927.

Notary Public for Oregon.

My commission expires June 9th,1928.

STATE OF OREGON)
) ss
COUNTY OF JACKSON)

I, M S.Johnson, being first duly sworn depose and say: That I hereby make application for a certified copy of the contract and bond between the State of Oregon and O N.Pierce, for the construction and erection of the Bridge over the Rogue River at Gold Hill, in Jackson County,Oregon, same being a part of the Pacific Highway, and that I am interested in said contract to the extent that I furnished materials, at the special instance and request of the said O N.Pierce, contractor, and that the said O N.Pierce has failed and neglected to pay the same and that said materials were used in the construction of said bridge, which bridge is a part of the Pacific Highway of the State of Oregon.

M S Johnson

SUBSCRIBED and sworn to before me this 6th. day of September,1927.

Notary Public for Oregon.

My commission expires June 9th,1928.

STATE OF OREGON)
: ss
COUNTY OF JACKSON)

I, M S.Johnson, being first duly sworn depose and say: That I hereby make application for a certified copy of the contract and bond between the State of Oregon and O N.Pierce, for the construction and erection of the Bridge over the Rogue River at Gold Hill, in Jackson County,Oregon, same being a part of the Pacific Highway, and that I am interested in said contract to the extent that I furnished materials, at the special instance and request of the said O N.Pierce, contractor, and that the said O N.Pierce has failed and neglected to pay the same and that said materials were used in the construction of said bridge, which bridge is a part of the Pacific Highway of the State of Oregon.

M S Johnson

SUBSCRIBED and sworn to before me this 6th day of September,1927.

A O Bell

Notary Public for Oregon.

My commission expires June 9th,1928.

PR 13
#961
150C-1

September 7, 1937

Mr. George Askim,
Aurora,
Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 5th inst. concerning your claim against Mr. Rhodes; we might also say that we have received a letter from R. L. Higbee who claims the original ownership of the particular sand and gravel. We are passing this information along to Mr. Rhodes today.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
E. B. Claiborne
Chief Clerk

EBC:L

Aurora, Oregon,
September 7, 1927

Mr. Frank Rhodes
Medford, Salem, Oregon.
Oregon.

Dear Sir:

I can not see why I should look to Mr Porter for reimbursements. I made the deal with Mr. Rhodes last May while I was working on the Gold Hill Bridge.

I notified Mr. E. A. Rigdon to inform you as to the ownership of the sand and gravel as he was the man I received same from, and I still maintain Mr Rhodes [illegible] and Mr. Porter.

Dear Sir:

Herewith copies of two letters that we have received from George Askin and E. K. Rigdon concerning gravel which you purchased from Mr. Askin, and for which you stated a check had been given to Mr. H. W. Porter.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L
enc.2

Aurora, Oregon.
Sept. 5, 1927

Mr. Roy A. Klein,
State Highway Eng.,
Salem, Oregon.

Dear Sir:

I can not see why I should look to Mr Porter for reimbursements. I made the deal with Mr. Rhodes last May while I was working on the Gold Hill Bridge.

I notified Mr. E. L. Rigdon to inform you as to the ownership of the sand and gravel as he was the man I received same from, and I still maintain Mr. Rhodes owes me for same, and should have not paid Mr. Porter.

Yours truly,
Geo. W. Askin

RECEIVED

ANSWERED
H. B. G.

Woodburn Oregon
Sep 1 - 27

Mr. Roy A. Klein
State Highway Engineer.
Salem Ore.
Dear Sir:

I received notice from George Atkins today stating that Mr. Frank Rhodes paid Mr. H. A. Foster for sand & Gravel used at Gold Hill.

RECEIVED
SEP 3 1927

Mr Rhodes paid the wrong party for I owned that Sand & Gravel and sold it to Mr. George Atkins.

Yours Truly.
C. L. Rigdon

#961
JBPc-1
PR#131

August 30,1927

Mr. George W. Askin,
Aurora,
Oregon.

Dear Sir:

With further reference in the matter of your claim against C. F. Rhodes for sand and gravel furnished him in connection with his contract for the grading of the approaches to the bridge at Gold Hill, wish to say that we have received a letter from Mr. Rhodes, copy of which is enclosed.

We have no way of determining the correctness of the statement made by Mr. Rhodes, but if his statement is correct, then we believe that you should look to Mr. Porter for reimbursement. For your further information we enclose a letter regarding this same matter that we have received from the Aetna Casualty & Surety Co., surety on the bond furnished by Mr. Rhodes in connection with this contract.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

2 enc.

#961

BATES, LIVELY & PEARSON

GENERAL INSURANCE AGENTS

300-308 YEON BUILDING

PORTLAND, OREGON

PAUL C. BATES
K. V. LIVELY
W. E. PEARSON

Aug. 27, 1927

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN.
FIDELITY AND SURETY
SPRINKLER LEAKAGE
PLATE GLASS
AUTOMOBILE
BURGLARY

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PERSONAL EFFECTS
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO.
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

HARTFORD STEAM BOILER INSPECTION & INSURANCE CO.
STEAM BOILERS
ELECTRICAL
FLY WHEEL
ENGINE

[illegible] Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Referring to yours of the 13th inst. in connection with Mr. George W. Ashim's bill for sand and gravel delivered, beg to state we are in receipt of a letter from Mr. Rhodes advising us that under date of June 16th, 1927 he paid Mr. Porter $11.25 for this sand and gravel. Mr. Porter owned the sand and gravel.

Yours very truly,

BATES, LIVELY & PEARSON

BY K. V. Lively

KVL:V

RECEIVED
AUG 24 1927
OREGON
STATE HIGHWAY COMMISSION

Noted
M of f.

#961-

C. FRANK RHODES

SCHELL & RHODES

GENERAL CONTRACTORS

GRANTS PASS, OREGON.

Aug 20, 1927

Oregon State Highway Comm.
Salem Oregon.

Gentlemen:

Your letter regarding claim of Geo W. Askins of Aurora Ore, for $37.50 in payment for gravel + sand used in connection with Gold Hill Bridge approaches received.

On June 18, 1927 Mr. H.M. Porter, the man who owned the sand and gravel presented a claim for $41.25 for sand and gravel was paid for on that date.

Mr. Askins' claim is for the same sand + gravel that we paid for.

Noted
J. H. C.

Yours truly
C. Frank Rhodes

PR#7311

August 22nd, 1927

Schell & Rhodes,
Oakland, Oregon.

Gentlemen:

Your request for an extension of time on contract No. 961, Gold Hill bridge approaches, was considered at the July meeting of the Commission and the following action was taken:

"Schell & Rhodes, contract No. 961, Gold Hill bridge approaches, requested an extension of time to July 21, 1927. The Engineer reported that the contractor had been unable to get the steam shovel which they expected to use and consequently were delayed in starting. The Engineer recommended that the extension requested be granted without penalty. Recommendation approved by the Commission."

Very truly yours,

JS

State Highway Engineer.

#961
15 PC-1
PR#131

August 19th, 1927

Mr. C. Frank Rhodes,
Medford, Oregon.

Dear Sir:

This is to inform you that we have today received a statement from Mr. Geo. W. Atkin of Ashland, Oregon, being in the sum of $57.50 for 10 yards of gravel and sand furnished you in connection with your contract for the construction of the approaches to the Rogue River Bridge at Gold Hill.

Your early attention to this matter will be appreciated.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

August 19th, 1937

Mr. Geo. W. Atkin,
Builder and Contractor,
Aumsville, Oregon.

Dear Sir:

This letter is to acknowledge receipt of your statement against C. Frank Rhodes of Grants Pass, Oregon, being for 50 yards of gravel and sand furnished Mr. Rhodes in the sum of $37.50 in connection with his contract for the construction of the approaches to the Rogue River Bridge.

We are today calling this matter to the attention of Mr. Rhodes and the surety on his bond and suggest you file notice of your claim with the Secretary of State in accordance with the terms of Section 2991, Oregon Laws.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. R. Glaisyer,
Chief Clerk.

ERG:JB

August 19th, 1927

The Astna Casualty & Surety Co.
Bates, Lively & Pearson, Agents,
Yoon Bldg.
Portland, Oregon.

Gentlemen:

This is to inform you that we have today received a statement from Mr. Geo. W. Askin of Aurora, Oregon, in the sum of $37.50, being for 50 yards of gravel and sand furnished Mr. C. Frank Rhodes in connection with Mr. Rhodes' contract for the construction of the approaches to the Rogue River Bridge at Gold Hill.

This information is given you as you appear as surety on the bond furnished by Mr. Rhodes in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

#961

STATEMENT

AURORA, OREGON, Aug 15 1927

Mr Frank C Rhodes
Grants Pass Ore

In Account With

GEO. W. ASKIN

BUILDER & CONTRACTOR

50 Yards Gravel & Sand	$37.50

For building syphon at Gold Hill Ore

Contract No. 961 - Approaches to Rogue River Bridge.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

#961

PRE 131

August 19, 1927.

Mr. C. Frank Rhodes,
Grants Pass, Oregon.

Dear Sir:

We have your applications for further extension of time on your contracts No. 961 - Gold Hill Bridge approaches and No. 929 - Deer Creek-Hayes Hill Section in Josephine County.

Please be advised that before these applications for further ext be accepted upon by the Highway Commission it will be necessary to have the written endorsement of your surety on the bond furnished in connection with these contracts.

Very truly yours,
ROY A. KLEIN,
State Highway Engineer,

BY

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

COMMISSIONERS
WILLIAM DUBLE
R. S. VAN DUZER
STATE HIGHWAY ENGINEER

PR#131

OREGON STATE HIGHWAY COMMISSION

August 20th, 1927

Mr. C. Frank Rhodes,
State Highway Contractor,
Medford, Oregon.

Dear Sir:

We have been informed by our Division Engineer, Mr. Wm. E. Chandler, that you have not yet received your estimate voucher in payment of the county's share of the cost of construction of the Gold Hill bridge approaches.

Investigation of our records shows that the voucher for estimate No. 1 in the sum of $2161.15, being for the county's share of this work, was mailed to you at the National Bank Bldg., Medford, Oregon, on July 20th, and search in your office will no doubt reveal the whereabouts of this.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Olmsyer,
Chief Clerk.

HBO:JB
cc. Wm. E. Chandler

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER

GRANTS PASS, OREGON

August 9,1927

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon,

Dear Sir:

Contractor Frank Rhodes was in this morning and states that he has been to see the County Court of Jackson County regarding payment of Gold Hill Approaches, but he states that the County has not received a statement from the Department giving the amount of money to be paid. They also state that they have the money ready as soon as they have notice from the State to pay the contractor.

Mr. Rhodes asked that we hurry this payment as much as possible.

WEC:VB

Yours very truly,

Wm. E. Chandler,
Division Engineer.

RECEIVED
AUG 10 1927
PORTLAND, OREGON

2161.13 Ext 1 Cont 961 - Waiver & Release
Gold Hill Bank Bldg
Medford
July 20, 1927.

ANSWERED
H. B. G.

We have had no estimates to [redacted]

Actual work was not started [redacted] of July and according to Resident's weekly reports of July 30th the contractor had delivered 1,165 cubic yards of material.

[redacted] PRW 2/31

[redacted] COMPANY

[redacted] DEPARTMENT

[redacted] August 9,1927

[redacted] August [redacted]

Globe Indemnity Company,
444 California Street,
San Francisco, California.

[redacted]

Gentlemen:

Replying to your inquiry of the 6th inst., concerning the status of contract awarded to C. L. Camp for the surfacing of the approaches to the bridge over the Rogue River at Gold Hill:

Wish to say that actual work on this project was started about the middle of July, and up to July 30th there had been delivered 1,165 cubic yards of material. No monthly estimate has as yet been presented for payment and we are not in position at the present time to reply to your question. It is not likely that we shall have detailed information concerning this contract for about t n days. You might write us again at that time.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Claisyer
Chief Clerk

HBC:L

...es to d... this contract.

...k was not started until about the middle ... July and according to Bromleys weekly report of July 30th the contractor had delivered 1,165 cu. yards of material.

#970

...ERSBY — 1926

...MNITY COMPANY

...N REID, PRESIDENT
...WARK, N.J.

...DEPARTMENT
...LONDON & GLOBE BLDG.
...FORNIA STREET

...NCISCO, CAL. August 6, 1927

RECEIVED
AUG 8 1927
STATE H...WAY ENGINEER

State Highway Engineer,

Salem, Oregon.

Dear Sir:

Under date of April 25, 1927, the Globe Indemnity Company issued a bond covering contract in the amount of $9,532.00 on behalf of C. L. Camp in favor of State Highway Commission for 0.32 miles of surfacing Gold Hill Section of the Pacific Highway.

In order that we may keep in touch with progress made under this contract, we ask that you kindly supply this office with the information requested below.

Thanking you, we are,

Yours very truly,

Supt. Fidelity & Surety Dept.

Percentage of completion

Amount paid on contract to date

If not completed, probable date of completion

Date completed and accepted

Date of final payment

Remarks.

Signed at ..... this ..... day of ..... 19.....

(Signature of Owner or Architect)

WHEN REPLYING, IF NOT USING THIS FORM, PLEASE REFER TO FILE NO.511123

#970 Jackson

— FIFTEENTH ANNIVERSARY — 1926

GLOBE INDEMNITY COMPANY

A. DUNCAN REID, PRESIDENT
NEWARK, N.J.

15 Y C-2
131-B7

PACIFIC DEPARTMENT

THE LIVERPOOL & LONDON & GLOBE BLDG.
444 CALIFORNIA STREET

FRANK M. HALL
RESIDENT VICE-PRESIDENT

DAVID DUNCAN
RESIDENT MANAGER

SAN FRANCISCO, CAL. August 6, 1927

RECEIVED
AUG 8 1927
STATE

State Highway Engineer,

Salem, Oregon.

Dear Sir:

Under date of April 25, 1927, the Globe Indemnity Company issued a bond covering contract in the amount of $9,532.00 on behalf of C. L. Camp in favor of State Highway Commission for 0.32 miles of surfacing Gold Hill Section of the Pacific Highway.

In order that we may keep in touch with progress made under this contract, we ask that you kindly supply this office with the information requested below.

Thanking you, we are,

Yours very truly,

Supt. Fidelity & Surety Dept.

Percentage of completion.....

Amount paid on contract to date.....

If not completed, probable date of completion.....

Date completed and accepted.....

Date of final payment.....

Remarks. .....

Signed at.....this.....day of.....19.....

.....
(Signature of Owner or Architect)

WHEN REPLYING, IF NOT USING THIS FORM, PLEASE REFER TO FILE NO.511123

PR 131

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY and SURETY BONDS and BURGLARY INSURANCE

Issued by the

PORTLAND

August 8,1927

R. B. PENNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

Fidelity and Deposit Company of Maryland,
Mr. Clarence D. Porter, Manager,
Gasco Building,
Portland, Oregon.

Gentlemen:

Replying to your inquiry of the 30th ultimo concerning the O. H. Pierce contract for the construction of a bridge over the Rogue River at Gold Hill, will say that the information you desire was mailed to you on July 30th, and was to this effect:

The job was completed on July 10, 1927; total amount paid to the contractor was $61,912.01, which included force account work in the sum of $138.88.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Slaiger
Chief Clerk

HBS:L

#916 - Jackson

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS *and* BURGLARY INSURANCE

Gasco Building

PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

July 30,1927.

Rec'd AUG 3 1927

State Highway Commission,
Salem, Oregon.

Attention of Mr. Glaisyer.

Dear Sir: In re. O. N. Pierce-Bond #3313626-A.

Will you please advise me if the contract of O. N. Pierce for the construction of a bridge over Rogue River, near Gold Hill, Oregon, has been completed by Mr. Pierce and if so, the amount of money paid Mr. Pierce for said work?

The original contract was $54,920.00.

Thanking you in advance for this information, I am,

Very truly yours,

Clarence D. Porter
Manager.

CDP:EA

Contract June 13-1927
Total paid $51,912.01
Final est. $193.28
We sent the above information on
July 30/1927.

ANSWERED
H. B. G.

#918

Jackson Co
1st Pt #31

July 30, 1927.

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agent,
Casco Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 918 for the construction of a bridge over Rogue River on the Pacific Highway in Jackson County has been completed by the contractor, O. H. Pierce & Company and that final settlement will be made by the State with said contractor for work done under said contract on or after August 9th, 1927.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid on this contract is $51,912.01 of which amount $193.20 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Claisyer,
Chief Clerk.

Dict. by J. McFarland.

PR-131

July 17,1927

W. G. Trill, Attorney at Law,
Central Point,
Oregon.

Dear Sir:

Replying to your inquiry of the 12th inst., wish to say that the company who wrote the bond on C. E. Pierce's contract for the construction of a bridge over the Rogue River at Gold Hill, State Highway Contract No. 918, is the Fidelity & Deposit Company of Maryland; Clarence D. Foster is the local agent with offices in the Gasco Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

W. G. TRILL
ATTORNEY-AT-LAW
CENTRAL POINT, OREGON

July 12th, 1927.

Mr. Sam A. Kozer
Secretary of State
Salem, Oregon,

My dear Sir:-

Will you give me the name of the Surety Company furnishing the bond for O N. Price, contractor for the construction of the Gold Hill Highway Bridge, in Jackson County, Oregon, together with the name and address of the Company's representative for the State of Oregon, and oblige.

Yours very truly
W. G. Trill

Respectfully referred to the State Highway Commission

STATE DEPARTMENT

#918

RECEIVED
JUL 15 1927
STATE

Form No. 175 A

#961-
158C-1
PR131

July 1, 1927.

RECEIVED
JUL 2 1927
OREGON
STATE HIGHWAY COMMISSION

W. E. Chandler, Division Engineer,
Oregon State Highway Commission,
Grants Pass, Oregon.

In Re: Contract No. 961 - Grading approaches to Gold Hill Bridge on Pacific Highway in Jackson County, Oregon.

C. FRANK RHODES - Contractor

COPY

Dear Sir:

You are hereby authorized on behalf of The Aetna Casualty and Surety Company to grant an extension of thirty (30) days time under the above contract.

This in no wise waives or alters the terms and conditions of our bond thereon.

Yours very truly,

THE AETNA CASUALTY AND SURETY COMPANY

By _____
Resident Vice-President

MLL:N

CC-Oregon State Highway Commission, Salem, Oregon

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1.

PF-131

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING,
PORTLAND, OREG.

June 29, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
JUN 30 1927
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project No. 131-A, Gold Hill bridge on the Pacific Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL,
District Engineer,

By T. M. Dawson
Assoc. Highway Engineer.

J.W.D.

Oregon Federal Aid Project No. 131, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 15, 1926, by the State Highway Commission of Oregon, and on December 10, 1926, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on January 24, 1927, by the said State Highway Commission, and on February 11, 1927, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 131, Section A and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for Section A of said project to provide for the construction of approaches to the bridge between stations 482+64.1 and 504+18.4, a total length of 0.408 of a mile; and by reason thereof has requested that the estimate of cost approved for said Section A be increased from $60,412.00 to $77,641.30, and that the Federal funds approved and set aside to the credit of said Section A be increased from $36,247.20 to $37,283.03:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for Section A of said project be revised in the manner above indicated and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of thirty-seven thousand, two hundred eighty-three and 03/100 dollars ($37,283.03) as the share of the United States payable under said act on account of Section A of said project, which does not exceed 42.25 per cent of the total estimated cost thereof."

Article I shall read:

"Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State, an amount sufficient to cover the State's share of the cost of construction not otherwise provided, Chapter 175, Laws of 1917, Chapter 31, Laws of 1920.

(b) By the County of Jackson, $28,960.50, in accordance with order of the Public Service Commission of Oregon dated May 24, 1926.

(c) By the Southern Pacific Company, $10,500.00, in accordance with said order of the Public Service Commission of Oregon dated May 24, 1926."

Article II shall read:

"Article II. This agreement covers the following bridge and approaches as described in detail in said surveys, plans, and specifications:

Bridge and approaches over the Rogue River at Gold Hill, between survey stations 482+64.1 and 504+18.4, terminal points, a distance of 0.406 of a mile, known locally as the Pacific Highway between Medford and Grants Pass, Jackson County, being Section A of Oregon Federal Aid Project No. 131, consisting of one bridge of over 20 ft. clear span and approaches thereto."

Article IV shall read:

"Article IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed (a) the said sum of thirty-seven thousand, two hundred eighty-three and 03/100 dollars ($37,283.03), certified to the Secretary of the Treasury as above mentioned, being less than 48.25 per cent of seventy-seven thousand, six hundred forty-one and 30/100 dollars ($77,641.30), the approved total estimated cost of Section A of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 23rd day of May, 1927, and the Secretary of Agriculture on the 13th day of June, 1927.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By T. B. Van Duyn
Member, State Highway Commission

By C. E. Gates
Member, State Highway Commission

R. W. Dunlap
Acting Secretary of Agriculture

Encl

AUTHORITY OF HIGHWAY DEPARTMENT

AGREEMENT SEE PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a ~~road between~~ bridge and approaches over the Rogue River at Gold Hill between survey stations 482+64.1 and 504+18.4,

locally known as the Pacific Highway between Medford and Grants Pass, Jackson County, and designated in the records of this Department as Project No. Section A of 131, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 77,641.30 in lieu of the $36,247.20 approved by Certificate of February 11, 1927, Section A of as the total estimated cost of said project, and the sum of $ 37,285.05/ as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed 42.25 per cent of said total estimated cost.

Done at the city of Washington, this 13th day of June one thousand nine hundred and Twenty-seven as witness my hand and the seal of the Department of Agriculture.

RECEIVED
MAY 16 1927

R. W. Dunlap
ACTING *Secretary of Agriculture.*

CWB

8—4930

UNITED S[illegible]'S DEPARTMENT OF AGRICU[illegible]E PR 131

BUREAU OF PUBLIC ROADS

DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, ORES.

June 22, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We enclose herewith one copy of the estimate, dated April 26, 1927, which was used as the basis of the modified project agreement covering Oregon Federal aid project No. 131-A, Gold Hill bridge.

The total estimated cost of the project is increased from $60,812.00 to $77,641.30 and the Federal aid from $36,247.20 to $37,283.03.

Yours very truly,

C. H. PURCELL,
District Engineer,

By T. McDonald
Assoc. Highway Engineer.

Form 39—39449—2 M—10-25.

OR[illegible] STATE HIGHWAY DEPARTM[illegible]

FIELD ENGINEER'S WEEKLY REPORT

ER 131

Job Name Gold Hill Surfacing

Highway Pacific

County Jackson *Job Prefix* 15PC-2

Date June 18, 1927, 192

Week from June 11 *to* June 18

Mail Address Gold Hill, Oregon.

Telegraph or Telephone Address Gold Hill, Oregon.

Express and Freight Address Gold Hill, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions from Division Engineer, changes in personnel of party, etc.:

Mr. C. L. Camp, The contractor, completed his contract on the Green Spring Mt. June 16th and is moving his equipment to Gold Hill.

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title [illegible]

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

PR131

June 7,1927

The Honorable County Court
of Jackson County,
Jacksonville, Oregon.

Dear Sirs:

You will please find enclosed herewith four copies of form of resolution which has been prepared to cover the cooperation of the County of Jackson and the State Highway Commission in the cost of grading the approaches of the new bridge over the Rogue River on the Pacific Highway at Gold Hill in Jackson County. Will you please sign all four copies and return three of them to this office for our records and files. The fourth copy you may retain for your office.

Upon receipt of the three signed copies, we shall be pleased to see that you are supplied with an executed copy of the contract.

Please also make this resolution a matter of record in the minutes of your county court proceedings.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Olmsyer
Chief Clerk

HBC:L
enc.4

FIELD ENGINEER'S WEEKLY REPORT

pp 2-3,

June 2, 1927.

Mr. Wm. K. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

I note from Mr. Bromley's progress report of May 21 that the contractor, C. Frank Rhodes, has not started grading operations for the embankment approaches to the Rogue River bridge at Gold Hill. The Bridge Department reports that the last of the deck on this structure was poured April 16 and that the entire bridge will be completed June 10. If Mr. Rhodes has not commenced in the meantime, please see that he starts this work at once. We can not afford to let a completed bridge stand without the approaches.

Please report immediately on this situation.

Very truly yours,

State Highway Engineer.

RAK:HI

Form 39—29449—2 M—10-25.

OR[illegible] STATE HIGHWAY DEPARTM[illegible] PR 131

FIELD ENGINEER'S WEEKLY REPORT

Date May 31, 1927

Job Name Approaches to Gold Hill Bridge
Grading

Week from May 21 to May 28

Mail Address Grants Pass, Ore.

Highway Pacific

Telegraph or Telephone Address Grants Pass, Ore.

County Jackson Job Prefix 15PC-1

Express and Freight Address Grants Pass, Ore.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractor, Mr. C. Frank Rhodes, has a crew of 4 men and 1 tea m excavating for the siphon at sta. 488+95.

Other than t e siphon excavation Mr. Rhodes has not started a y actual gra ding operations to date.

RECEIVED
JUN 3 1927
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed

Title

GRADING CONSTRUCTION

Total miles of grading on project 0.46

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned 0.46

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party 4

Contractor's average force for week 4 *men,*

1 *teams,* ..... *steam shovels*

Grading work will be completed about June 30, 1927

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

PR*131/A

May 31, 1927.

Mr. W. E. Chandler
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

Per your information we are sending to you herewith a copy of a letter today received from Mr. E. L. King in reply to Mr. Klein's letter of May 6 in which letter Mr. Klein outlined the plan in accordance with which the wood guard fence at the north end of the Gold Hill Bridge would be constructed.

A copy of Mr. Klein's letter of May 6, was sent to you at the time the letter was written.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

Encl.

FORM 3960

LOCAL
12-00-0000

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

PORTLAND, OREGON

E. L. KING,
SUPERINTENDENT

IN REPLY PLEASE REFER TO
NO. GMO 70144

May 27 1927

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The highway guard fence to be constructed at Gold Hill, as outlined in your letter of May 6th, will be satisfactory.

Yours truly,

E King

May 6, 1927.

Mr. E. L. King, Superintendent,
Southern Pacific Company,
Portland, Oregon.

(Your File No. CMO-70146)

Dear Sir:

In response to your inquiry of May 2, regarding construction of a guard fence at the north end of the new highway bridge across the Rogue River at the south city limits of Gold Hill, beg to reply that our plan is as follows:

Since the approach embankment on the north side of the bridge is on a 15° curve, it is our plan to place our standard guard fence from the end of the bridge along on the shoulder of the roadbed on the outside of the curve for a distance of approximately 200 feet to a point where the embankment is approximately 5 feet high. The outside of the curve mentioned is on the railroad side, hence this fence would serve the purpose of a railroad fence. This fence, however, with cedar posts, painted, costs about a dollar a foot and to serve our purpose, of course, must be placed on the shoulder line. The standard railroad fence could be connected into the guard fence, however, at the north end so that it would not be necessary to duplicate it with the standard wire fence on the right of way line.

I trust this arrangement will be satisfactory to you.

Very truly yours,

State Highway Engineer.

RAK:HI.

cc Wm. E. Chandler

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
C. E. GATES, MEDFORD

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

May 4th, 1927.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Dear Sir:-

I am returning herewith a letter from Mr. King regarding building a guard fence at Gold Hill. Also blue print of this layout. The guard fence should be placed for probably 200' beginning at the north end of the bridge. Do not think it is necessary to build this on the property line. The only reason would be to keep travel from using the old right of way, but it seems to me that the railroad no doubt will want to fence their own property on the property line which I am showing in red. Our fence would be on the edge of the fill also shown in red. It would not appear that it would be necessary to build a standard guard fence all along the railroad property as an ordinary woven wire fence as the Company builds would be sufficient. However, it would appear that if the railroad company would cooperate 50% it would be a good idea to build a standard guard fence between points marked "A" and "B". This would serve both as a guard fence on the edge of the fill immediately west of the bridge and also keep travel from using the old road.

I think it will be necessary for some one to fence up the road on the other side of the railroadto keep travel from coming in from that way. That is, I understand that this crossing is to be entirely eliminated.

If you have any other ideas regarding this advise, and I will work them out on the ground.

Yours truly,

WM. E. CHANDLER
Division Engineer.

WEC/F
Inc. 1.

FORM 3060

LOCAL
12-26-3060

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

PORTLAND, OREGON

E. L. KING,
SUPERINTENDENT

IN REPLY PLEASE REFER TO
NO. BMO-70144

May 2, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Will you kindly advise if it is the intention to build a standard highway guard fence between the present crossing at Gold Hill and the end of the new bridge crossing Rogue River?

It seems to us that standard highway guard fence at this location is absolutely essential, and will appreciate your arranging to have it installed along our property line, which is 50 feet from the center line of the main line track.

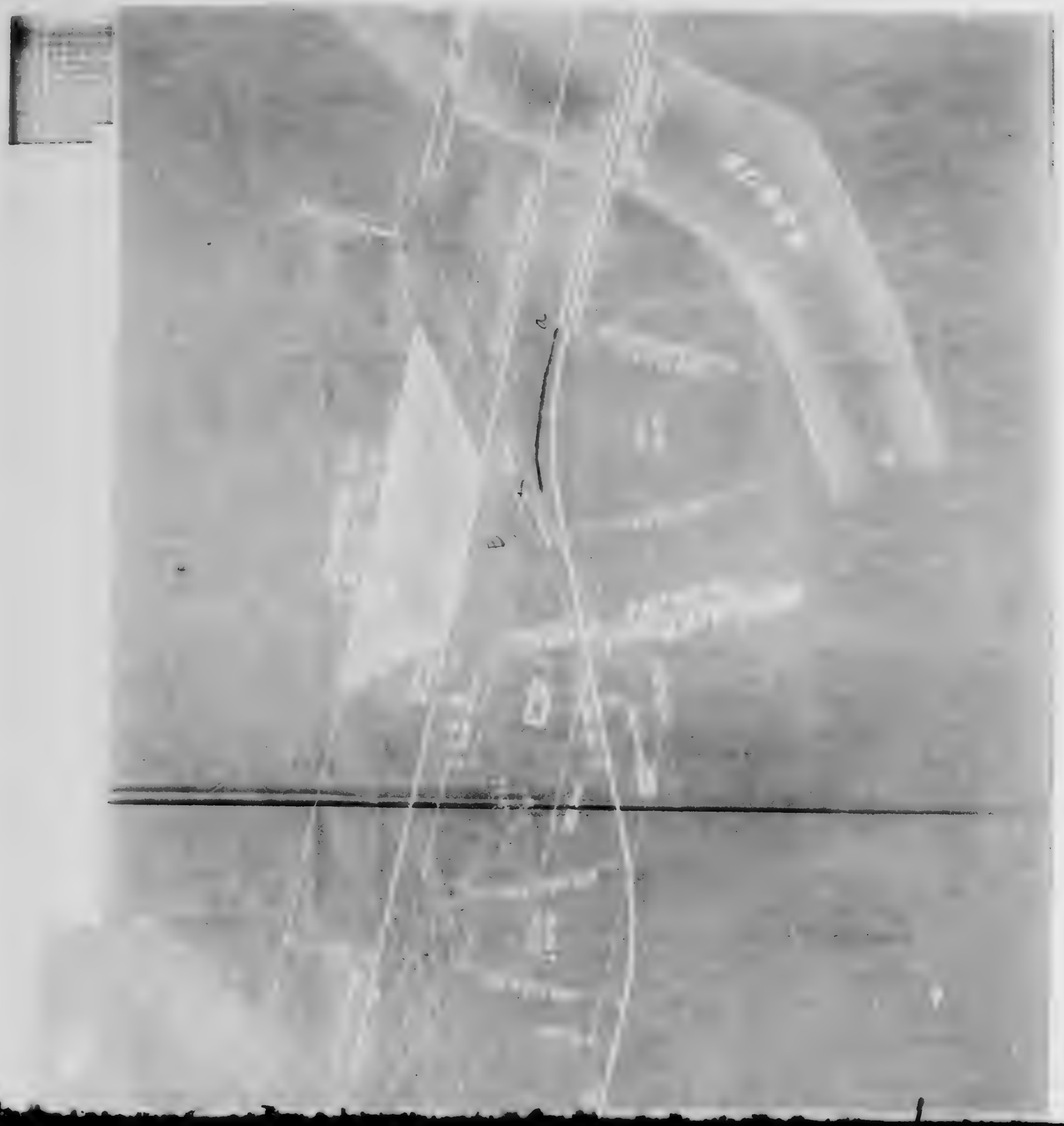
Yours truly,

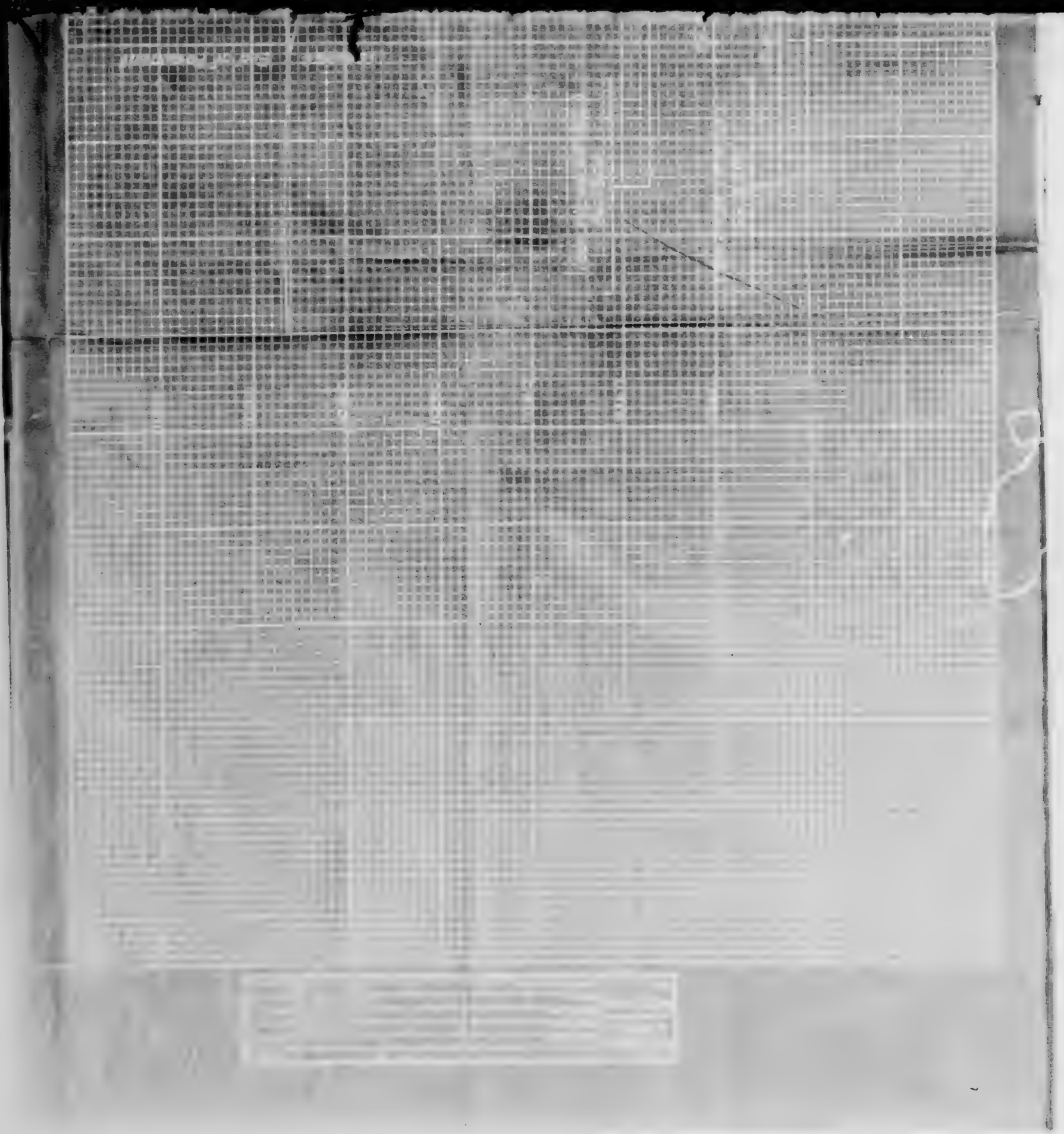
E. L. King a.

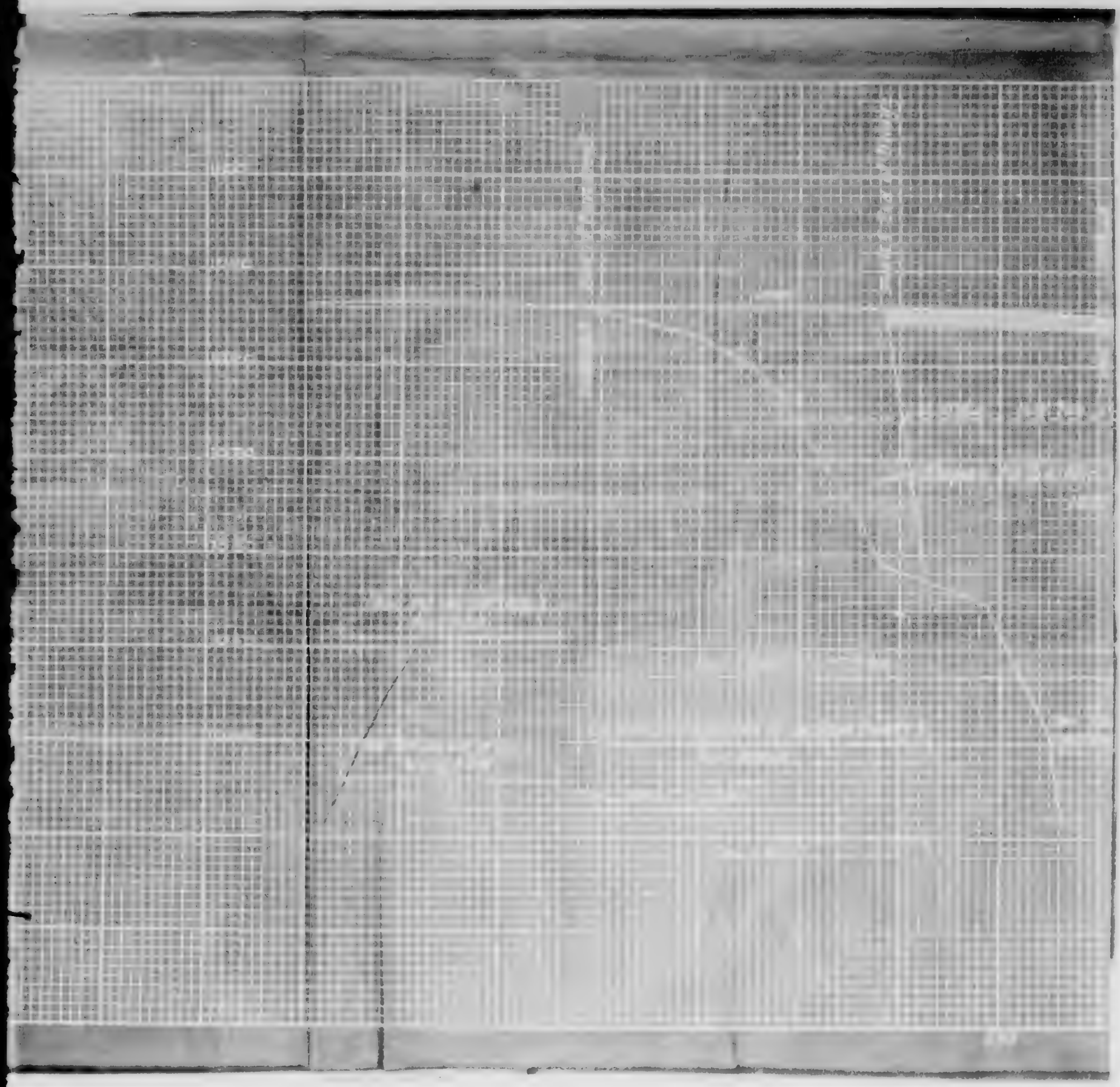
REFERRED TO Chandler ✓
By State Highway Engineer

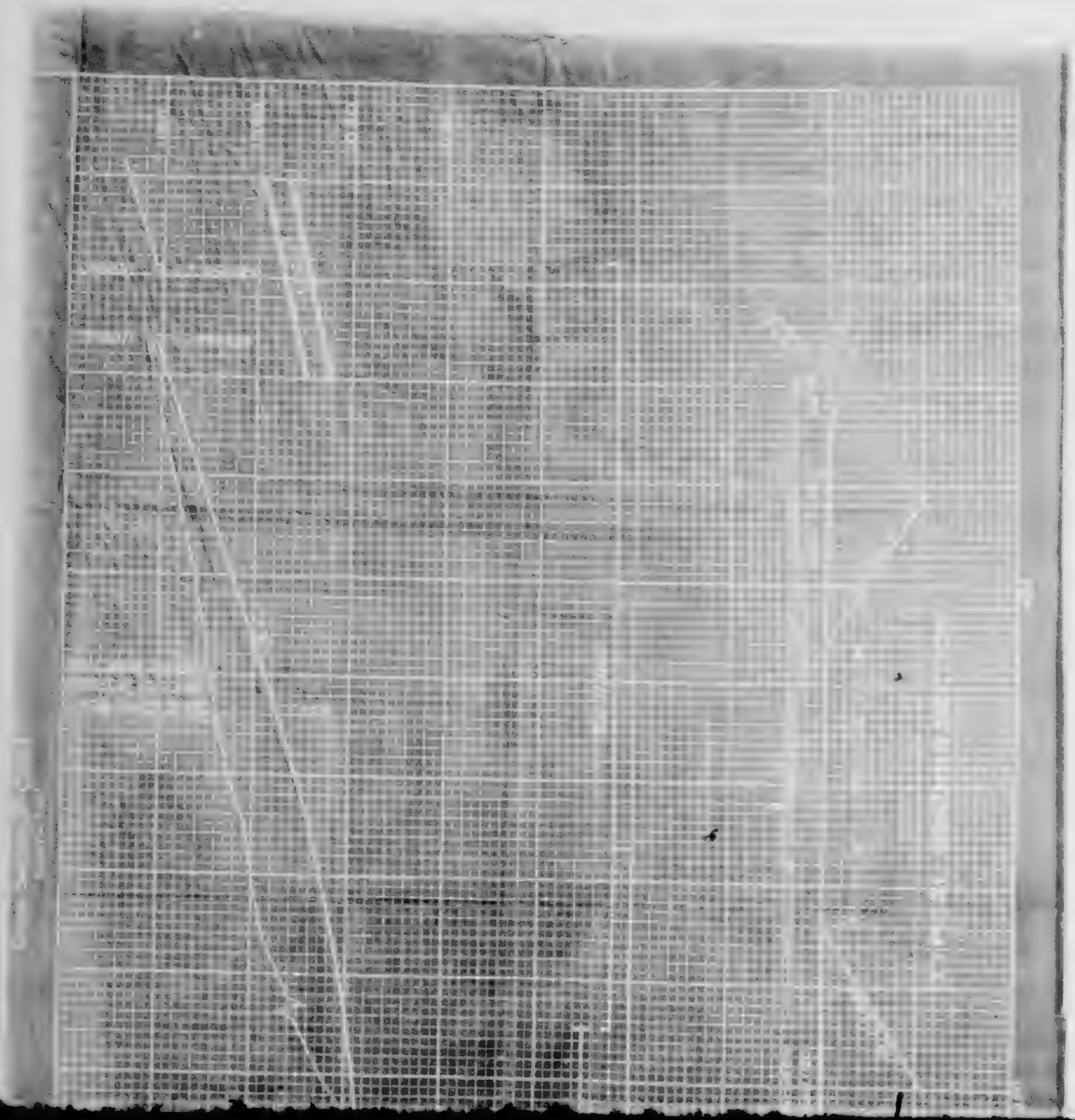
Pls advise if such a fence is necessary
Ralph.

RECEIVED
MAY 4 1927
GRANTS PASS DIV. OFFICE









Form No. 10—[illegible]—GM—5-26

Form No. 53—[illegible]—GM—6-25

PR131

NOTED

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 21, 1927

Job Name Gold Hill Surfacing

Highway Pacific

County Jackson Job Prefix 15PC-2

Week from May 15 to May 21

Mail Address Ashland, Oregon

Telegraph or Telephone Address Ashland, Oregon

Express and Freight Address Ashland, Oregon

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor, C. L. Camp, has not started any operations to date.
Am advised that Mr. Camp expects to complete his contract on the
Ashland – Klamath Falls Highway before moving his plant to Gold Hill.
Am expecting him to complete about June 20th and he will move after
that date.

RECEIVED
MAY 26 1927
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title Res Engr

Form No. 19—12100—636—6-22

OREGON STATE HIGHWAY DEPARTMENT

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 0.32

Miles completed —

Miles partially done —

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... Percentage.....

Other jobs ..... Percentage.....

Other jobs ..... Percentage.....

Other jobs ..... Percentage.....

Form No. 39—22222—6M—8-38

OR[illegible] STATE HIGHWAY DEPARTM[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date May 21, 1938

Job Name Approaches to Gold Hill Bridge

Grading

Week from May 15 to May 21

Highway Pacific

Mail Address Grants Pass, Oregon

County Jackson Job Prefix 15PC-1

Telegraph or Telephone Address Grants Pass, Ore.

Express and Freight Address Grants Pass, Oregon

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Cross-section stakes were placed on this job April 19th.

Contractor, C. Frank Rhodes, has not started any operations to date.

RECEIVED

GRANTS PASS [illegible]

(See back of this sheet for instructions and detailed information.)

Signed

Title

GRADING CONSTRUCTION

Total miles of grading on project 0.16

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned 0.4

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage to section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Project No. 151-A

May 8, 1937.

File:

Mr. W. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate dated [illegible] basis for modified agreement on the Rogue River Bridge at Gold Hill, Oregon Project 151-A.

This is Unit and Preliminary Plans involved have been changed in accordance with your letter of April 28.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

Plot by J. W. DeBoom/AP
Encl.

DEPARTMENT OF AGRI...
BUREAU OF PUBLIC ROADS

...REPLY PLEASE
POST OFFICE BUILDING
PORTLAND

Oregon State Highway Department

Project No. 121-A

ROGUE RIVER BRIDGE AT GOLD HILL ON THE PACIFIC HIGHWAY

IN JACKSON COUNTY

(Estimate as basis for modified agreement. Revised to include grading and surfacing approaches.)

Salem, Oregon, April 26, 1927.

Structure:

400	cu.yds	Excavation	$3.00	$1,200.00
40	cu.yds	Excavation below plane	5.00	200.00
1,200	cu.yds	Class "A" Concrete	25.00	30,000.00
330	cu.yds	Class "D" Concrete	23.00	7,590.00
945,000	lbs	Metal Reinforcement	.05	12,250.00
980	lin.ft	Handrail	4.00	3,920.00

Grading:

All Required		Clearing and Grubbing		100.00
21,000	cu.yds	Excavation, Single Classification	.40	8,400.00
65,000	yd.sta	Overhaul	.03	1,950.00
1,000	cu.yds	Rip Rap	2.25	2,250.00
20	cu.yds	Class "A" Concrete	25.00	500.00
1,780	lbs	Metal Reinforcement	.06	106.80
64	lin.ft	24" Concrete Pipe	4.00	256.00

Surfacing:

550	cu.yds	Sub-base Course Surfacing	1.80	990.00
350	cu.yds	Base Course Surfacing	1.90	627.00
220	cu.yds	Top Course Surfacing	2.00	440.00
150	cu.yds	Filler	.50	75.00
150	yd.mi	Filler Haul	.20	30.00

Sub-total	$ 70,585.00
10% Engr. & Cont.	7,056.30
Total	$ 77,641.30

Length of Project 0.4080 Miles
Cost per mile $190,297.30

Railroad Funds	$ 10,500.00	
County Funds	28,960.50	
Federal Aid Requested	38,180.80	(49.17571%)
	$ 77,641.30	

Railroad share to be paid to State Highway Fund. County share to be paid direct to the contractor, being 50% on the bridge and grading, after deducting the railroad share.

State funds for maintenance - Resolution Aug. 17, 1917; Chapter 237, Laws of 1917.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

POST OFFICE BUILDING
PORTLAND, OREG.

April 28, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:- Attention - Mr. Probert

As per our phone conversation today, I am herewith returning copies of estimate as the basis for modified agreement on the Gold Hill Bridge, Oregon 131-A.

It is noted the County funds are taken as half the total cost of the structure, and it is our belief that the structure and grading costs should be added, after which the railroad funds should be subtracted, and half of the remainder would be County funds.

Very truly yours,

C. H. PURCELL
District Engineer

By
Associate Highway Engineer.

Enclosures.

April 26, 1927.

FR 131-A

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate on basis for modified agreement on the Gold Hill Bridge, Oregon Project 131-A.

In accordance with a telephone conversation with Mr. Davis, this estimate has been prepared on the basis of considering all the work as being a part of the bridge project.

Also, we have taken into consideration all railroad funds and county funds to be received before figuring the federal government share. Owing to the fact that the Public Service Commission's order, copy of which previously has been sent to you, allocated the cost of the project, we do not presume that it will be necessary for us to attempt to secure any resolutions covering the county share. In connection with these county funds, we might mention the fact that they are to cooperate only to the extent of fifty per cent of the estimated cost of the bridge and grading, there being no cooperation on the surfacing. Also, the county does not cooperate in the engineering costs.

We trust that the estimate which we are sending, has been prepared upon the correct basis, and in accordance with your instructions.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

Oregon State Highway Department — Project No. 151-A

ROGUE RIVER BRIDGE AT GOLD HILL ON THE PACIFIC HIGHWAY

IN JACKSON COUNTY

(Estimate as basis for modified agreement. Revised to include grading and surfacing.)

Salem, Oregon, April 26, 1927.

Structure:

400	cu.yds	Excavation	$3.00	$1,200.00
40	cu.yds	Excavation below plane	5.00	200.00
1,200	cu.yds	Class "A" Concrete	25.00	30,000.00
300	cu.yds	Class "B" Concrete	25.00	7,500.00
245,000	lbs	Metal Reinforcement	.05	12,250.00
900	lin.ft	Handrail	4.00	3,600.00

Grading:

All Required		Clearing and Grubbing		$ 200.00
21,000	cu.yds	Excavation, Single Classification	.40	8,400.00
95,000	yd.-cu	Overhaul	.05	1,900.00
1,000	sq.yds	Rip Rap	2.25	2,250.00
20	cu.yds	Class "A" Concrete	25.00	500.00
1,770	lbs	Metal Reinforcement	.05	105.00
64	lin.ft	24" Concrete Pipe	4.00	256.00

Surfacing:

500	cu.yds	Sub-base Course Surfacing	1.80	$ 900.00
330	cu.yds	Base Course Surfacing	1.90	627.00
220	cu.yds	Top Course Surfacing	2.00	440.00
150	cu.yds	Filler	.50	75.00
150	yd.mi.	Filler Haul	.20	30.00
		Sub-total		$70,583.00
		10% Engr. & Cont.		7,058.30
		Total		$77,641.30

Length of Project 0.4000 Miles
Cost per mile $190,297.30

Railroad Funds	$10,500.00
County Funds	27,460.00
Federal Aid Requested	39,681.30
	$77,641.30

Railroad share to be paid to State Highway Fund. County share to be paid direct to the contractor, being 50% on the bridge and grading.

State funds for maintenance - Resolution Aug. 17, 1917; Chapter 287, Laws of 1917.

April 18, 1927.

RE 121-A

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate and unit price analysis to cover the surfacing of the approaches to the Gold Hill Bridge on the Pacific Highway in Jackson County, Oregon Project No. 121-A.

We will note that we have given no statement of Federal aid to be applied to this surfacing. If it is finally held that state funds and county funds may be considered as a unit, and the Federal cooperates up to the maximum permissible amount, we will not desire to have this surfacing included as federal aid work as the grading costs already exceed the maximum permissible federal cooperation per mile. If the final holding is to the effect that county funds must be considered seperately, we will desire to include the surfacing as federal aid work.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist by J. H. DeCount/AP

Encls.

Oregon State Highway Department — Project No. 122-A

SURFACING APPROACHES TO THE GOLD HILL BRIDGE ON THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate with Special Provisions. Not as basis for Modification of Agreement.)

Salem, Oregon, April 16, 1927.

500 cu.yds	Sub-base Course Surfacing	$ 1.00	$ 500.00
330 cu.yds	Base Course Surfacing	1.00	330.00
280 cu.yds	Top Course Surfacing	2.00	440.00
150 cu.yds	Filler	.50	75.00
150 yd.mi.	Filler Haul	.25	37.50
		Sub-total	$ 1,982.50
		10% Engr. & Cont.	196.25
		Total	$ 2,178.75

Length of Project 0.2332 Mile

Cost per Mile $9,372.49

UNIT PRICE ANALYSIS

Quarrying and Crushing	$ 1.10
Hauling (0.25 Mi. @ 24¢)	.06
Placing and Finishing	.25
Superintendence and Overhead	.15
	$1.56
16% Profit	.24
Average price	$1.80

March 31, 1927

FS 121-A

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 2000,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate as basis for modified agreement on the Rogue River Bridge and approaches, Oregon Project No. 121-A.

This estimate has been prepared in accordance with your letter of the 29th instant.

Very truly yours,

GEO. L. KIBBE
State Highway Engineer

By

E. E. Probert
Office Engineer

Dict by J. W. DeCoux/AP
Encl.

IN YOUR REPLY PLEASE

Oregon State Highway Department — Project No. 121-A

Marion Co. [illegible].

ROGUE RIVER BRIDGE AND APPROACHES AT GOLD HILL ON THE PACIFIC HIGHWAY

Mr. [illegible],
State Highway Engineer **IN JACKSON COUNTY**
Salem, Oregon.

(Estimate as basis for modified agreement. Revised to include contract for grading.)

Dear Sir:-

Salem, Oregon, March 31, 1927

Receipt is acknowledged of Mr. [illegible]'s letter of March 26th relative to encroachment of the railroad right-of-way. This will [illegible] with Washington [illegible] in the recommendation for approval for F. A. 121-A.

Rogue River Bridge

480 cu.yds	Excavation	$ 2.50		$ 1,200.00
40 cu.yds	Excavation below plane	5.00		200.00
1,200 cu.yds	Class "A" Concrete	25.00		30,000.00
330 cu.yds	Class "D" Concrete	23.00		7,590.00
245,000 lbs	Metal Reinforcement	.05		12,250.00
280 lin.ft	Handrail	4.00		1,120.00
		Sub-total		$54,360.00
		10% Engr. & Cont.		5,436.00
				$60,412.00

In computing the Federal aid allowable on the roadway portion of a project, the length of each structure of more than [illegible] span, included therein, shall be excluded.

Grading Approaches:

All Required	Clearing and Grubbing		$ 100.00
21,000 cu.yds	Excavation, Single Classification	.45	9,450.00
65,000 yd.sta.	Overhaul	.03	1,950.00
1,000 cu.yds	Rip Rap	2.25	2,250.00
20 cu.yds	Class "A" Concrete	25.00	500.00
1,750 lbs	Metal Reinforcement	.06	105.00
64 lin.ft	24" Concrete Pipe	4.00	256.00
	Sub-total		$13,501.00
	10% Engr. & Cont.		1,350.10
			$14,851.10

SUMMARY

	Length	Cost per Mi.	Estimated Cost	State Funds	Federal Aid Requested
Bridge	0.0068	$712,406.06	$ 60,412.00	$ 24,164.80	$36,247.20 (60%)
Grading	0.3232	45,960.18	14,851.10	8,815.34	6,035.76(40.641[illegible]%)
Total Proj	0.4000	$184,468.38	$ 75,263.10	$ 32,980.14	$ 42,282.96 (56.1[illegible]%)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.·····

POST OFFICE BUILDING
PORTLAND, OREG.

March 28, 1927.

Mr. R.A.Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Receipt is acknowledged of Mr. Dever's letter of March 26th relative to encroachment on the railroad right-of-way. This will be taken up with our Washington Office, with our recommendation for approval for F.A. 131-A.

In connection with this project, in our letter of March 19th the statement was made that the length of the bridge could be included in figuring the maximum Federal aid on the roadway portion. We are today in receipt of a letter from our Washington Office, stating that hereafter all estimates show separately the length, the estimate of cost, and the Federal aid on the roadway, and on bridges, for projects which involve both roadway and a bridge or bridges of more than 20-ft. clear span. Also, that in computing the Federal aid allowable on the roadway portion of a project, the length of each bridge of more than 20-ft. clear span, included therein, shall be excluded.

We are taking this question up, but until further advised, it will be necessary to follow the method above described.

Very truly yours,

C. H. PURCELL
District Engineer

By F. M. Davis
Associate Highway Engineer.

Oregon State Highway Department

Project No. [illegible]

[illegible] TO WOODS RIVER BRIDGE AT OCEANVIEW ON THE EASTERN HIGHWAY

March 29, 1927.

FR 13-4

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads
New Post Office Building,
Portland, Oregon.

Salem, Oregon, March 24, 1927.

[illegible] Clearing and Trenching [illegible] 4 80.00

[illegible] Excavation, Class [illegible] .67 10,[illegible]1.80

[illegible] Dear Sir: Structural [illegible] 1,180.00

1,000 cu.yds. Herewith we are enclosing six copies of estimate to [illegible] 1,000.00

accompany the plans on the grading of the approaches to the Depoe [illegible] 500.00

1,[illegible] River Bridge on Gold Hill-[illegible]ement .08 127.60

[illegible] 24" Concrete Pipe 4.00 [illegible]

Very truly yours,

[illegible] $ 18,118.80

ROY A. KLEIN
[illegible]State Highway Engineer 1,611.38

[illegible] $ 19,[illegible]

Length of Project = 0.[illegible] miles
Cost per mile, grading $[illegible]

E. E. Probert
Office Engineer.

Est by J. V. [illegible]/LP [illegible]

Encls.

[illegible]

Oregon State Highway Department — Project No. 121-A

APPROACHES TO ROGUE RIVER BRIDGE AT GOLDHILL ON THE PACIFIC HIGHWAY

IN JACKSON COUNTY

(Estimate with grading plans only. Not as basis for modification of agreement.)

Salem, Oregon, March 26, 1927.

All Required	Clearing and Grubbing		$ 50.00
21,000 cu.yds	Excavation, Single Classification	.80	16,800.00
65,000 yd.sta	Overhaul	.05	3,250.00
1,000 cu.yds	Rip Rap	3.00	3,000.00
20 cu.yds	Class "A" Concrete	25.00	500.00
1,700 lbs	Metal Reinforcement	.09	157.50
64 lin.ft	24" Concrete Pipe	4.00	256.00
	Sub-total		$ 12,113.50
	30% Engr. & Cont.		3,611.35
	Total		$ 15,724.85

Length of Project - [illegible] miles
Cost per mile, grading $48,835.41

State Funds available - $12,305.45
Federal Aid Requested 3,619.40
$ 15,924.85

State Funds for Constr. - Chapter 178 Laws 1927; chapter 81, Laws 1920.
" " " Maint. - Resolution, Aug. 17, 1917; Chapter 237, Laws 1917.

March 26, 1927.

FR 131-A

Mr. S. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of the 19th inst., relative to borrow pit and encroachment on the railroad right of way at the Gold Hill Bridge, Oregon Project No. 131-A.

In reference to the borrow pit for fill materials, we are enclosing herewith a copy of a letter from Mr. E. L. King, which constitutes a license from the railroad company to take the necessary materials. No further action in this regard would appear to be necessary.

In connection with the encroachment upon the railroad right of way between Stations 501 and 503, a different question presents itself. The construction of the structure and approaches are covered by Public Service Commission Order No. 136, a copy of which is enclosed herewith. In the hearings held prior to the issuance of this order, the Southern Pacific Company made an appearance and submitted itself to the jurisdiction of the Public Service Commission. In these hearings the method of the elimination of the existing crossings were given consideration and examination. No objections to the encroachments involved were made by the Southern Pacific Company. I therefore am of the opinion that they are now estopped from raising any objection in this regard, and that the action of the Public Service Commission in approving the proposed plan of construction, which approval was concurred in by the Southern Pacific Company, is fully binding upon the Company. Your further attention is called to the fact that in the present case, more land is relinquished to the Southern Pacific Company by the closing of the existing crossings than is involved in the encroachment in question.

In case the Southern Pacific Company ever should attempt to raise any question relative to this encroachment, attention is called to the fact

OREGON STATE HIGHWAY COMMISSION

M. C. CHANDLER, DIVISION ENGINEER

SALEM, OREGON

FH 281-A

Mr. C. E. Purcell, [illegible]

6/28/29

that under Chapter 359, Laws of 1921, the State has the right to exercise the power of eminent domain and institute such condemnation proceedings as may be necessary. A copy of the statute mentioned is enclosed herewith.

Mr. Roy A. Klein,

Very truly yours,

[illegible]

[illegible] 21st, relative to pro- [illegible] bridge.

J. H. Devers

The 64 [illegible] concrete pipe to be placed at sta.

JHD:AP
Encls.

Pursuant to [illegible] for the Northern [illegible] is not as yet [illegible]

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

March 24, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon. Att: S. H. Probert,

Dear Sir:-

Replying to your letter of March 21st, relative to proposed project for grading approaches to the Gold Hill Bridge.

The 64 feet of 24 inch concrete pipe to be placed at sta. 493.

Regarding the encroachment of the fill upon the Southern Pacific Railroad right of way, stations 501 to 503, this matter has been taken up with Mr. King, Supt. Southern Pacific Railroad, as per enclosed copy of letter to him from Mr. Chandler.

Very truly yours,

W. E. CHANDLER,
Division Engineer.

JCB/L

By

March 22, 1927.

FR 181

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

In accordance with your request of the 19th inst., we are today sending to you under separate cover four blue prints of drawing No. 5138, covering 3' x 4' standard concrete box culverts.

When the plans were sent to this office by Mr. Chandler, the location of the 24-inch concrete pipe was not given. However, we have written to him regarding this, and will advise you as soon as information is received.

We have also written to Mr. Chandler relative to the encroachments upon the railroad right of way, and have discussed the matter with Mr. Devers. Mr. Devers is going down into Mr. Chandler's division tonight and we will be able to advise you as to the status of any negotiations which have been undertaken with the railroad company as soon as he returns.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

March 21, 1927.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

It is noted that in the quantities for the approaches to the Gold Hill Bridge, there is included 64 lineal feet of 24-inch concrete pipe, but that the location of this was not indicated upon any of the plans sent to this office.

We have sent the plans for the work to the Bureau of Public Roads, and they are now raising the question as to the location of this pipe. Will you please advise us as to this at your earliest convenience in order that we may inform the Bureau, and that the plans may be approved prior to the receipt of the bids.

The Bureau also raises the question as to encroachment of the fill upon the Southern Pacific right of way between our Stations 501 and 505, and as to the borrow's pit which is located upon the railroad right of way. Mr. Devore is not in the office at present so we are unable to receive any information from him as to any steps that might have been taken regarding these matters. We therefore would appreciate having you advise us as to anything you may know regarding the status of negotiations with the railroad company.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Hubert
Office Engineer.

Dict by J. W. DeYoung/AP

U.S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

March 19, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Receipt is acknowledged of your letter of March 15th, transmitting plans and special provisions for approaches to the Gold Hill Bridge, which you have designated 131- Section B.

As mentioned in a recent conversation with Mr. De Souza, it seems to us that the better way to handle these approaches would be to modify the agreement covering the bridge - 131 Section A, as this would simplify matters and is in line with recent requests from our Regional Office. Also this method would allow the length of the bridge to be included in the mileage of the project in computing the maximum Federal Aid.

In a review of the plans it is noted that a 3x4 concrete box culvert is specified, for which it will be necessary that we have four blue-prints.

Mr Lano advised personally on 3-25-27 by SHP. Sta 443

On the statement of quantities on the work is the item 64 feet of 24" concrete pipe, but we fail to find where this is specified on the plans. Will you please advise at what station this pipe is to be used.

At the West end of the bridge, or between Stations 501 and 503, it is apparent that the fill will encroach on the Southern Pacific Railway right-of-way. Also the borrow pit is shown upon the Southern Pacific Railway right-of-way. It is requested that the usual copies of easements covering these encroachments be furnished.

Very truly yours,

C. H. PURCELL
District Engineer

By L. M. Davis
Associate Highway Engineer.

PR131

March 8, 1927

Mr. Wm. H. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

Please see the attached copy of a letter from H. L. King, Superintendent of the Southern Pacific Company, in response to our request to borrow material from the S. P. right of way at Gold Hill for the embankment approaches at the Rogue River crossing.

Please advise if you have been unable to secure any action by the County Court of Jackson County looking toward the acquirement of the necessary right of way for this improvement and, if not, please arrange to send Mr. Devore a copy of the description together with a plat so that the initial steps may be taken at once. Mr. Devore is very busy and would much prefer to have the County Court secure this right of way.

If you desire to secure bids on this project at the next letting, please arrange to send in the necessary data so as to reach here not later than Thursday, March 10. The next meeting of the Commission will be held on Tuesday, March 29, so it will be necessary to have data on all projects which will be advertised on the date above. Advise also if arrangements have been made with Mr. Fleming to take advantage of the embankment material available from the market road construction immediately adjacent.

Very truly yours,

State Highway Engineer.

RAK:HI

cc S. H. Probert

FORM 2006

LOCAL

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

PORTLAND, OREGON

IN REPLY PLEASE REFER TO

300-403

E. L. KING,
SUPERINTENDENT

Feb. 28, 1927

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Referring to your letter of February 11th regarding borrowing material at Gold Hill near the Rogue River crossing.

There is no objection to your removing this material provided you do not excavate below sub-grade of the track, that you leave the excavation neatly as far as you go, grade being uniform at sub-grade, and that you assume all responsibility for any damages caused by your presence on the right of way, in connection with the operation of trains. Any necessary flagging must be done at your expense.

Yours truly,

RECEIVED
MAR 3 1927
STATE HIGHWAY COMMISSION

SOUTHERN PACIFIC COMPANY

February 11, 1927

Mr. E. L. King, Superintendent,
Southern Pacific Company,
Portland, Oregon.

Your file No. 300-401

Dear Sir:

In reply to your letter of February 4, 1927, regarding our request to acquire borrow material on the east side and adjacent to your tracks between the signal blocks at the south end of the siding at Gold Hill and the grade crossing near Rogue River bridge, would say that if permission is granted to take this material, we will arrange to take out the borrow pit in neat, regular sections and to the subgrade of the railroad track.

Before any work is undertaken, we will furnish you with a sketch showing the exact location of the borrow pit, together with a cross section of the same as it will look when the borrow is completed.

Thanking you for your consideration in this matter, I am

Very truly yours,

State Highway Engineer.

RAK:HI

cc W. H. Chandler

FORM 2000

LOCAL

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

PORTLAND, OREGON

IN REPLY PLEASE REFER TO

NO. 300-403

E. L. KING,
SUPERINTENDENT

February 4, 1927

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

We are in receipt of a letter from Mr. J. G. Bromley, Resident Engineer at Grants Pass, requesting permission to acquire material on the east side and adjacent to our track between the signal blocks south end of siding at Gold Hill and the grade crossing near Rogue River bridge, to obtain approximately 6,000 yds. to complete fill on north approach of the new highway bridge at Gold Hill.

We have no objection to your doing this grading, providing it is done without interference to our operations, and that grading is done uniformly to sub-grade of our railroad track and the ground leveled off. We cannot, however, give permission if it is desired merely to borrow where wanted, which would leave ground in an undesirable condition.

Yours truly,

E L King

PR 131

UNITED S[illegible]S DEPARTMENT OF AGRICUL[illegible]E
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

February 25, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project No. 131-A, Gold Hill Bridge on the Pacific Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL,
District Engineer,

By [signature]
Assoc. Highway Engineer.

Adjn 1168

Oregon Federal Aid Project No. 131, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 15, 1926, by the State Highway Commission of Oregon, and on December 10, 1926, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 131, Section A; and

WHEREAS, the said State Highway Commission has requested that the Federal funds approved and set aside to the credit of said Section A be increased from $2,000.00 to $36,247.20, which is less than 62.25 per cent of the estimate of cost approved for said Section A;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of thirty-six thousand, two hundred forty-seven and 20/100 dollars ($36,247.20) as the share of the United States payable under said act on account of Section A of said project, which does not exceed 62.25 per cent of the total estimated cost thereof."

Article IV shall read:

"Article IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed (a) the said sum of thirty-six thousand, two hundred forty-seven and 20/100 dollars ($36,247.20), certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of sixty thousand, four hundred twelve and 00/100 dollars ($60,412.00), the approved total estimated cost of Section A of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 24th day of January, 1927, and the Secretary of Agriculture on the 11th day of February, 1927.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

hms

[illegible] PROJECT [illegible]112

Form PR. 2—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a [redacted] bridge over the Rogue River at Gold Hill between survey stations 430+67.5 and 501+15.5, on the Pacific Highway between Medford and Grants Pass, Jackson County,

[redacted] and designated in the records of this Department as Project No. Section A of 131, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 60,412.00 in lieu of the $2,500.00 approved by Certificate of December 10, 1926 as the total estimated cost of said project, and the sum of $ Section A of 36,247.20/ Section A of as the share of the United States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 11th day of February one thousand nine hundred and Twenty-seven, as witness my hand and the seal of the Department of Agriculture.

R. B. Russell
ACTING Secretary of Agriculture.

RECEIVED

GOVERNMENT PRINTING OFFICE 8—4820

PR 134

OREGON STATE HIGHWAY COMMISSION

GRANTS PASS, OREGON

January 11, 1927

Mr. Wm. H. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

In response to yours of January 7, regarding the approach fills at the new Rogue River bridge on the Pacific Highway at Gold Hill, you will recall that when this matter first came up, Mr. Fleming advised of the probability of securing at least part of the material required for this project from the excavation required on the Sams Valley Market Road where it enters the Pacific Highway. Please take this matter up with him now and see if such an arrangement can be worked out to mutual advantage.

Very truly yours,

State Highway Engineer.

RAK:HI

PR131

NOTED
O. B. McCULLOUGH

COMMISSIONERS
DUDY, SAKER, CHAIRMAN
ZER, PORTLAND
E, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

file

January 7th, 1927.

Mr. Roy A. Klein
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Regarding the gravel I spoke to you about over the 'phone. I investigated this on the ground with the man who was in a position to furnish the gravel, but find that it will be better to wait and advertise this gravel along with the fill, and haul it directly on the road rather than stock pile it. It will probably cost no more to do it this way than secure it now and stock pile it which would require handling it again to place on the road. At that time we will be in a position to advertise for some maintenance rock and pavement screenings at the same time.

I am sending you revision which is contemplated at this bridge site. I think I spoke to you about this some little time ago. If there is no objections this grading should probably be advertised at the February meeting, as I am informed by Mr. Paxon that we will be able to fill against the east abutments on or possibly before May 31st. As the bridge is to be entirely completed by June 31st believe that we should be able to have the fills on both ends when the bridge is complete and ready for traffic. Will have a complete estimate of this work in your office in about two weeks.

The right of way, 80' wide has been obtained for this project by the Jackson County Court.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

Bridge Dept
Plans and returned
Rec

Crossing
196+04.1
Railroad
N 74° 5
OREGON
NAP SHOWING
PACIFIC HWY NEAR GOL

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

PR 131-A

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

December 28, 1926.

DEC 29 1926

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project No. 131-A, Gold Hill Bridge. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By T. H. Orem
Assoc. Highway Engineer.

A4PR1168

Form P. R. 2
State Oregon
Project No. 131, Section A

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916
AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15 th day of November, 1926 by and between the State Highway Commission of Oregon

, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 12th day of July, 1926, a project statement, which was approved by the Secretary on the 26th day of August, 1926, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 28th day of August 1926, and approved by the Secretary on the 10th day of December, 1926; and

Section A of

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of two thousand and 00/100

dollars ($2,000.00) as the share of the United States payable under said act on account of said project, which does not exceed 62.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State Chap. 175, Laws of 1917, Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

*(*b*) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department)

*(*c*) By the count..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(*d*) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following ~~road~~ bridge, as described in detail in said surveys, plans, and specifications:

~~Between~~ Bridge over the Rogue River at Gold Hill between survey stations 496+67.5 and 501+15.5, on the Pacific Highway between Medford and Grants Pass, Jackson County, being Section A of Oregon Federal Aid Project No. 131. ..... terminal points, a distance of ..... miles, known locally as .....

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary. except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that it will immediately upon completion of the bridge covered by this agreement construct satisfactory approaches to connect with the existing highway to the east and west.

(d) The Highway Department hereby agrees that when additional Federal aid funds are apportioned and made available to the State it will request such an increase in the amount of Federal aid hereby allotted to this project as will make the Federal pro rata share a substantial percentage of the total cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of Section A of said project shall not in any event exceed (*a*) the said sum of two thousand and 00/100 .....

..... dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of sixty thousand, four hundred twelve and 00/100 .....

Section A of .....

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section A of said project in conformity to said plans and specifications.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county) (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

.....the State Treasurer.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the .....State..... of .....Oregon.....
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $..10,675.00..... per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....Resolution of August 7, 1917.....
(Include reference to statute authorizing

.....Chapter 237, Laws of 1917.....
funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds, probable amount annually available, and how will be placed under direct control of Highway Department)

.....

*(*b*) By the ..... upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds and probable amount annually available)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 10th day of December, 1926

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By [signature]
Chairman, State Highway Commission
(Title of officer)

By .....
Member, State Highway Commission
(Title of officer)

[SEAL] By [signature]
Member, State Highway Commission
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL] [signature]
ACTING Secretary of Agriculture.

STRICKEN OUT

EXECUTE AGREEMENTS SEE PROJECT NO. 112
HIGHWAY DEPARTMENT
FOR ADDITIONAL

APRIL 28

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a [redacted] bridge over the Rogue River at Gold Hill between survey stations 496+67.5 and 501+18.5, on the Pacific Highway between Medford and Grants Pass, Jackson County,

[redacted]

and designated in the records of this Department as Project No. Section A of 131, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 60,412.00 as the total estimated cost of said project, and the sum of $ 2,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed Section A of 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 10th day of December one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
ACTING Secretary of Agriculture.

8—4339

ARS

Commissioners
WILLIAM DUNAWAY, Baker, Chm.
H. B. VAN DUZER, Tillamook
W. H. MAST, Corvallis

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. F. [illegible] DIVISION ENGINEER
GRANTS PASS, OREGON

December 24, 1926.

131

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

Reference is made to our letter of November 8, relative to change in alignment at the Rogue River Bridge at Gold Hill, and your letter of November 10, advising that you were working on the map, profile and quantities, and would send them in just as soon as they have been completed.

We have no record of having received these data, and would appreciate receiving the information as soon as possible in order that we may properly make reply to the original request of the Bureau of Public Roads.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP

...N, CHAIRMAN
...R, PORTLAND
...NE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

November 10th, 1926.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

The line change at the Gold Hill bridge over Rogue River has not been entirely completed on Federal Aid Project No. 131. We are working on it at the present time. As soon as we have the map, profile and quantities figured we will send them in to your office.

RECEIVED
NOV 11 1926
STATE HIGHWAY COMMISSION

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

POST OFFICE BUILDING
PORTLAND, OREG.

November 8, 1926 PR 182

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

We are today in receipt of a letter from the Bureau of Public Roads relative to the change in alignment which has been made at the Rogue River Bridge at Gold Hill, Oregon Federal Aid Project No. 151.

Will you kindly send us a sketch map showing this revised alignment? The map should cover not only the bridge but also the connections with the existing pavement at each end of the gap.

Kindly send us this information at your early convenience as we have received a request for the same from the Portland office of the Bureau of Public Roads.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP

CC Mr. C. H. Purcell, B.P.R.
Box 3900, Portland.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

November 6, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

With reference to Oregon Federal Aid Project No. 131 -- Gold Hill Bridge:

We understand that there has been some slight change made in the alignment of the approaches for this structure since the plans were submitted. If this is the case we would like to have a sketch or layout plan showing the revised alignment.

Messrs. Angwin and McNary of the Regional Office recently visited this bridge site and suggested that considerable improvement in alignment at both ends of the bridge could be made by discarding short sections of the present pavement. It is our understanding that this has been done, but we would like to have the plans, showing the actual alignment to be used, which we can submit to the Regional Office.

Very truly yours,

C. H. PURCELL
District Engineer

By A. J. Morris
Acting

De Sousa

PR 131

October 4, 1937.

Bureau of Public Roads
New Post Office Building.
Portland, Oregon.

OREGON STATE HIGHWAY COMMISSION

Rogue River - Project #151

at

Gold Hill

Estimate with plans. Not as basis for
Project agreement

Gentlemen.

Herewith we are forwarding six copies of estimate as basis for project agreement on the Rogue River bridge at Gold Hill, Oregon.

Excavation, 400 cu. yds. at	$5.00	$1,800.00
Exc. below elev. shown, 40 cu. yds. at	5.00	200.00
Class A Concrete, 1,200 cu. yds. at	26.00	31,200.00
Class D Concrete, 500 cu. yds. at	26.00	8,580.00
Metal reinforcement, 245,000 lbs. at	.0575	14,087.50
Handrail, 920 lin. ft. at	4.75	4,370.00
Sub-total		$59,637.50
+ 10% contingencies		5,963.75
TOTAL COST		$65,601.25

Federal Aid Requested - - $5,000.00

State funds available - - 60,601.25
TOTAL $65,601.25

October 4, 1926.

Fx 131

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Rogue River Bridge at Gold Beach, Oregon Project No. 131.

It will be noted that we are only requesting $2,000 as federal aid at the present time, but it is our intention, however, to request full federal aid on the structure when further federal funds become available.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dict by J. W. DeBruce/AP

Oregon State Highway Department — Project No. 151

ROGUE RIVER BRIDGE AT GOLD HILL ON THE PACIFIC HIGHWAY

IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, October 4, 1926.

400 cu.yds	Excavation		$ 3.00	$1,200.00
40 cu.yds	Excavation below plans		5.00	200.00
1,200 cu.yds	Class "A" Concrete		25.00	30,000.00
330 cu.yds	Class "B" Concrete		23.00	7,590.00
945,000 lbs	Metal Reinforcement		.06	12,690.00
900 lin.ft	Handrail		4.00	3,600.00
		Sub-total		$54,920.00
		10% Engr. & Cont		5,492.00
		Total		$60,412.00

Length of Project 448 feet, 0.0848 Mi.

Cost per mile $712,405.66

State Funds Available	$58,412.00
Federal Aid Requested	2,000.00
	$60,412.00

State Funds for Const. - Chapter 175, Laws 1917; Chapter 81, Laws 1920.

" " " Maint. - Res. August 17, 1917; Chapter 257, Laws 1917.

PR 131

October 2, 1926.

Mr. C. A. Pigrem
1568 Lombard Street,
Portland, Oregon.

Dear Sir:

Attached please find a fully executed copy of contract No. 918 covering the construction of bridge No. 676 over Rogue River near Gold Hill on the Pacific Highway in Jackson County. This copy is for your records and files.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HM

Encl.

September 20, 1926

PR 131

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Reference is made to your letter of the 14th inst., relative to statement of the condition of the existing bridges between Grants Pass and Medford, desired in connection with the Rogue River Bridge at Gold Hill, Oregon Project 131.

A tabulation showing our standard Bridge Department tabulation of the condition of the various structures is enclosed herewith. This does not cover the detail mentioned in your letter, but it is the best information that we have available without an extended field investigation, and we trust that it will be found satisfactory for your purposes.

Under separate cover we are sending a blue print of our 2000 foot scale map covering the Pacific Highway from Grants Pass to Medford.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dict by J. W. DeSouza.

STATEMENT OF STRUCTURES BETWEEN GRANTS PASS AND MEDFORD

(Mileages are from Straight Line Graphs)

Mile	Name	Description	Condition
1-279.17	Rogue River at Grants Pass. Also south city limits	2-160', 1-90' steel trusses. 4" x 4" deck. Asphalt wearing surface. Approach trestle.	C
1-279.9		3'-6" x7' concrete arch culvert. Concrete invert.	
1-280.96	Hamilton Creek	6' x 12" concrete culvert. Invert not paved. No apron. 8' fill over barrel. Built 1915.	A
1-283.18	Irrigation Ditch	5' x 6' concrete culvert. Invert paved. No apron. 1' fill over barrel. Built 1920.	A
1-283.63	Greene's Creek	4' x 6' concrete culvert. Invert paved. No apron. 4' fill over barrel. Built 1917.	A
1-285.32	Josephine-Jackson County Line		
1-285.88	Savage Creek	27' concrete span. Concrete abutments probably on gravel. Concrete deck. Asphalt with 1' earth fill on top of deck for wearing surface. Built 1915.	A
1-286.38	Owl Creek	5' x 10' concrete culvert. Invert not paved. No apron. 1' fill over barrel. Built 1915.	A
1-290.65	Birdseye Creek	2-30' concrete spans. Concrete deck. Asphalt wearing surface. Concrete abutments and pier on gravel.	A
1-291.19	Footes Creek	1-60' steel truss. 4x12 deck. Asphalt wearing surface. Concrete abutments on rock.	D
1-292.02	Millers Gulch	2-27' concrete spans. Concrete abutments and pier on gravel. Concrete deck, asphalt wearing surfact. Built 1920.	A

Mile	Name	Description	Condition
1-294.67	Rogue River	1-113' concrete arch. 13-25' concrete spans. Concrete piers on rock. Concrete deck. Asphalt wearing surface. Built 1919. B.M.U.S.C.& G.S. # R7. in S.W. concrete rail. Elev. 1082.695	A
1-295.91	Sardine Creek	1-90' Steel Truss. Concrete abutments on rock. 2x8 laminated deck. Asphalt wearing surface.	B
1-297.30	Rogue River	15-19' frame trestle. 1-112' steel truss. Concrete piers on rock. 3x12 deck. Running stripe wearing surface. (new structure being built.)	C
1-297.44	Irrigation Ditch	Double 2'-3" x 4' concrete culvert. Invert not paved. No apron. Built 1918.	A
1-300.06		2' x 6' concrete culvert. Invert paved. No apron. 18" fill over barrel. Built 1918.	A
1-302.00	Tolo Overcrossing S.P.R.R.	1-28" "I" beam span, 3-20' concrete spans. 8-19' frame trestle. Elev. footings 1184.10. Concrete deck over concrete and "I" beam spans. 2" x 6" laminated over frame trestle. Asphalt wearing surface. B.M.U.S.C.& G.S. M7 in base of N.W. support. Elev. 1182.491.	A
1-303.07	Willow Creek	4' x 6' concrete culvert. Invert paved. No apron 18" fill over barrel. Built 1919.	A
1-303.65	Dean Creek	4' x 6' concrete culvert. Invert paved. No apron. 18" fill over barrel. Built 1919.	A
1-304.59	Jackson Creek	6-15' pile trestle. 4x4 laminated deck. Asphalt wearing surface. Built 1919.	A

Mile	Name	Description	Condition
1-305.69	Griffin Creek	5-15' pile trestle. 4x4 laminated deck, asphalt wearing surface. Built 1919.	A
1-309.63	Irrigation Ditch	4' x 6' masonry arch culvert. Invert paved. No apron 1' fill over barrel	B
1-310.96	Medford (Main Street)		

NOTE:

Condition A - Standard Department construction.

Condition B - Not Standard Department construction as to type, but practically so as to quality and load capacity.

Condition C - Below standard as to quality and load capacity, but capable of several years service by consistent inspection and making of necessary repairs.

Condition D - Ready for replacement. Useful life of structure practically gone.

PUBLIC ROADS

DISTRICT No. 1.

PP

IN YOUR REPLY PLEASE
REFER TO FILE No.------

POST OFFICE BUILDING.
PORTLAND, OREG.

September 14, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

With reference to Oregon Federal Aid Project No. 131, Rogue River Bridge at Gold Hill:

Our Washington Office has requested us to submit a route inspection report covering the section between the official control points: Grants Pass and Medford. It will be necessary to have prepared a sketch map covering this section. We would also like to have a list of the structures of more than 20-ft. spans on this section, giving if possible the dates constructed, by whom constructed, County or State, width of roadway, clearance above high water and above streambed, and calculated safe load, if you have such data.

Very truly yours,

C. H. PURCELL
District Engineer

By A. F. Morris
Acting.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

September 3, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project statement for Oregon Federal aid project No. 131, bridge over the Rogue River on the Pacific Highway at Gold Hill, was approved by the Secretary of Agriculture on August 28, 1926.

The Secretary made his approval subject to the condition that satisfactory approaches to the bridge will be constructed with or without Federal aid.

Yours very truly,
C. H. PURCELL, District Engineer,

By [signature]
Acting

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1284

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

The filing time as shown is the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon.

43PR C 60 15 EXTRA

MEDFORD ORG 1020A AUG 28 1926

ROY A KLEIN

STATE HIGHWAY DEPARTMENT SALEM ORG

COPY OF TELEGRAM SENT TO GOVERNOR WALTER PIERCE IN JUSTICE TO THE TAX PAYERS OF OREGON WE DO NOT THINK GOLDHILL BRIDGE NEEDS FOOT PATH AS CITY IS ALL ON ONE SIDE OF BRIDGE WE THINK LOW BID OF 26TH INST SHOULD-BE ACCEPTED

JACKSON COUNTY COURT W J HARTZELL JUDGE. VICTOR BURSELL COMMISSIONER GEORGE ALFORD COMMISSIONER PAUL B RYANING COUNTY ENGINEER

1057A

Hartzell asked me to give you my opinion in this matter."

Very truly yours,

Bridge Engineer.

CBMcC:RP

WILLIAM DUBY, SALEM, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MA[illegible]NE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM August 20, 1926

IN YOUR REPLY PLEASE
REFER TO FILE No.....

ATTENTION:.....

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

Dear Sir:-

The following communication was received under date of August 19th from Mr. P. B. Rynning, County Engineer of Jackson County:

"Mr. Zimmerman of Gold Hill has been in to see the County Court regarding a side-walk on the proposed bridge across Rogue River at Gold Hill on the Pacific Highway. The Court asked me for my opinion in the matter. I do not think that the pedestrian traffic over this proposed bridge will justify the extra expense for sidewalks, and I do not think that the County should be burdened with this cost. However, if the City of Gold Hill or the citizens interested in the matter, would pay for the walks, it would be approved by this office, and no doubt by the County Court. Judge Hartzell asked me to give you my opinion in this matter."

Very truly yours,

Bridge Engineer.

CBMcC:RP

. GADDIS, PRESIDENT

F. E. WAHL, TREASURER

ROBERT H BOYL, EXECUTIVE SECRETARY

DIRECTORS

DR. R. W. CLANCY
M. D. COLE
FORT HUBBARD
C. C LEMMON
EARL C. GADDIS
A. L HILL
EMIL MOHR

"YOU'LL LIKE TO LIVE HERE"

Chamber of Commerce

Medford, Southern Oregon

ONLY AIR MAIL LANDING FIELD IN OREGON

On the Paved Pacific Highway

On Main Line Southern Pacific Railroad

DIRECTORS

J. D. RUSSELL
PAUL A. SCHERER
J. W. WAKEFIELD
ED M. WHITE
H. L. WALTHER
LOUIS ULRICH
VERNON H. VAWTER

August 18, 1926.

MEDFORD

Elevation 1377
Average Annual Precipitation, 17:06"
Popu'ation, estimated, 10,000
Municipal Water System
New $185,000 High School
Seven Schools
Fourteen Churches
Commercial Center Southern Oregon
Four Banks, Resources $5,379,043
Wholesale Houses
Saw Mills
Box Factories
Flour, Feed Mills
Canneries and Creameries
Cabinet Factories
Iron and Metal Works
Brick and Tile Manufacturers
400 Hotel Rooms
Recreational Center
Gateway to Crater Lake National Park
Tributary to Seven Popular Lakes
Excellent Fishing, Boating, Swimming
Hunting, Golfing and All Out Door Sports
Four Hours to Pacific Ocean

JACKSON COUNTY

Population 26,000
Land Area, 1,158,000 Acres
Tilled Acres, 109,692
20,000,000,000 Feet Commercial Timber
Marble Works
All Leading Minerals
32,000 Acres Irrigated Lands
12,000 Acres Orchards, Principally Pears
$100,000.00 County Fair Grounds
Dairying, Poultry, Truck Gardening
General Farming, Livestock
No Tornadoes, Cyclones, Blizzards or Floods
WE HAVE NO UNDESIRABLE POPULATION

OPPORTUNITIES

Woodworking Plants
Additional Dairies and Farms
Poultry Raising
Fruit Growing
Mining
Manufacturing

Mr. Roy A. Klein,
State Highway Engineer and Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Klein:

President Gaddis, of this Chamber, and our Board of Directors in their entirety, desire that I thank you liberally for your most thorough expressions of the situation relative a sidewalk on the proposed new Gold Hill bridge. This is very kind of you, I am sure and thoroughly appreciated.

In event a way is perfected to care for this additional expense, we shall advise you as promptly as possible.

Very truly yours,

Robert H. Boyl, Secretary

MEDFORD CHAMBER OF COMMERCE

RHB:LS

SOUTHERN OREGON--THE BEST PLACE TO LIVE AND ENJOY YOURSELF

Secretary.

H. D. REED
SECRETARY

L. R. VAN DE BOGART
CHAIRMAN DEPT. OF MINES

GOLD HILL CHAMBER OF COMMERCE
AND
DEPARTMENT OF MINES AND MINERALS
GOLD HILL, OREGON

August 14th 1926.

Oregon State Highway Commission
Salem Oregon.

Gentlemen;-

We are writing you in behalf of the sidewalk on the new bridge to be constructed on the Pacific Highway across the Rogue River at Gold Hill.

We understand that the plans as now made do not carry any such a sidewlak for the pedstrian and as its is commonly used by the pedstrians joining our town so closely with quite a large population living asross the river that are required to use the bridge crossing and recrossing to and from town we feel that in the spirit of safety that such a sidewalk should be on the bridge.

We can understand why in many places you do not include the sidewalks but conditions are different here than in those places for there will be but one crossing and that the highway bridge or the Southern Pacific Railroad bridge which is inaccessible and also prohibited.

The pedesrian traffic across this bridge is large all the year around and especially so during the school season when it is nescessary for our school children living across the river to cross and recross the bridge.

The traffic will be faster than now when the new bridge is completed as the grade crossing will be eliminated as well as the rough approaches and curves on each side which will not only add to the hazard of the pedestrian but to the autoist should two cars pass at a point where they meet a pedestrian.

Inasmuch as our town has agreed to furnish the lights and keep them lighted if you should install them on the bridge we feel that we are entitled to the sidewalk for the safety of the school chldren as well as all other pedestrians that may choose to cross the river.

Trusting that you will grant us the above request and thanking you for giving this your consideration ~~xxx~~ we are

Yours truly

Gold Hill Chamber of Commerce

By C. W. Martin
President

H. D. Reed
Secretary.

August 13, 1926.

Honorable Walter M. Pierce,
Governor of Oregon,
B u i l d i n g.

My dear Governor:

Referring to the letter of Mr. E. R. Barker of Gold Hill, dated August 11, 1926, relative to the addition of sidewalk to the proposed new bridge over the Rogue River at the south city limits of Gold Hill, will say that our present plans do not contemplate a sidewalk on this structure since the financial arrangements between the cooperating parties were made without the addition of the sidewalk, no mention or representation of this matter having been made at the hearing.

This bridge is being built through cooperative arrangement between the State, Jackson County and the Railroad Company. The railroad company's share of the cost has been placed by the Public Service Commission at a fixed sum, hence any additional expense would of necessity be borne by the state. The present bridge has a 16 foot roadway with no sidewalk. The new reinforced concrete structure will have a 20 foot roadway between curbs. The total cost of the bridge without sidewalk is estimated at $67,500. We estimate that the addition of one 5 foot sidewalk would cost $6,600 and two 5 foot sidewalks would cost $7,400.

In view of the small amount of pedestrian traffic which uses the present bridge and the fact that there are very few dwelling houses on the south side of the river, the Commission did not feel warranted in making the extra expenditure required for the sidewalk, no offer of cooperation on the additional cost having been made by the city or other interested parties.

The Highway Commission will receive bids on August 28th for this structure. If your correspondent and others are sufficiently interested it is suggested that they make an appearance before the Commission at that time personally or by letter setting out their views and suggestions as to how this matter should be handled. Of course, if sidewalks are added it will be necessary to redesign the structure and readvertise for bids.

Very truly yours,

State Highway Engineer.

RAK:LH

...OY, CLERK

Gold Hill Public Schools

R. L. CORNWELL, SUPERINTENDENT
GOLD HILL, OREGON

J. D. HEDGEPETH, DIRECTOR
WALTER ZIMMERMAN, DIRECTOR

August 12th 1926.

To Honorable Board of Highway Commissioners
Salem Oregon.

Gentlemen;-

It has come to the notice of the Directors of School District #57, of Gold Hill Jackson County Oregon, that the new bridge across the Rogue River on the Pacific Highway at Gold Hill will be let to contractors in August this year and we are informed that there has been no plan made to care for pedestrian traffic we the members of the school board beg leave to petition your honorable body to alter your plans insofar as to include a sidewalk along the bridge.

Our school starts in September when it will be obligatory on those children living across the river to walk across the bridge to and from school and at such other times as may be nescessary for their parents to send them to town.

It will be nescessary for the people to use this bridge for foot traffic as there is no other way of crossing and with the new bridge eliminating the grade crossing and rough approach that features the present structure the cars will travel at a greater speed across the bridge than they do over the present structure which will add to the hazard of not only foot traffic but to auto traffic as well should cars pass a pedestrian on the bridge.

Our school board feels that the safety of pedestrians especially school children and older people is as much to be considered as the saftey of the autoist and we know that in other places a sidewalk is not as essential as here for there may be other crossings while here there are none.

We trust that you will give our request proper consideration and grant our request which is in behalf of safety of all concerned and one accident avoided will more than repay any additional expense incurred in constructing this sidewalk.

Yours Truly
School District # 57

Chairman

Director

Director

Clerk

...BY, BAKER, CHAIRMAN
...AN DUZER, PORTLAND
...H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WILLIAM DUBY, CHAIRMAN

BAKER, OREGON

August 7th, 1926.

State Highway Department,
Salem, Oregon.

Gentlemen:

ATTENTION: MR. ROY A KLEIN.

In reply to yours of August 5th relative to the request of the Mayor and City Council of the City of Gold Hill, I do not deem it at all necessary to build sidewalk on that bridge.

I note what you say about the additional expense, and I do not feel that the Public Service Commission would pro-rate that expense, as it has the expense for the bridge proper. However, if the other Commissioners feel that this should be done, and so recommend, I will not oppose, but am only giving you my personal opinion.

Yours very truly,

Wm Duby

Chairman Highway Commission.

WD:LPK

August 5, 1926.

Members of the Highway Commission.

Gentlemen:

I am enclosing herewith a copy of a letter received from the City Recorder of Gold Hill, relating to the construction of a sidewalk on the new bridge structure.

At the time the bridge was designed, consideration was given to the matter of sidewalks, but dismissed because of the light pedestrian traffic which might be expected at this point and the additional cost. This bridge is at the south city limits of Gold Hill, which had a population of 422 in 1920, 425 in 1910 and 386 in 1900. The prospect of future growth is rather remote, being located as it is. At the present time there are very few dwellings on the south side of the river and all of these are ranch houses located at some distance from the crossing. The present bridge has a 16 foot roadway with no sidewalks. The new concrete structure will have a 20 foot roadway between curbs.

A rough estimate of the cost of building one 5 foot sidewalk is $6,600.00. It would cost approximately $7,400.00 to build two 5 foot sidewalks. The total cost of the bridge is estimated at $67,500.00.

We are prepared to advertise this bridge as it is now designed at the August meeting. If sidewalks should be added, it will be necessary to revise the design materially and postpone the letting for another month. There has been no request from the County Court of Jackson County for sidewalks. If sidewalks had been contemplated, we should have added them in the design and estimate when the matter was before the Public Service Commission and secured a measure of cooperation from the railroad. As it was, the Railroad Company assessment has been definitely fixed at a lump sum.

If you think this matter of sufficient importance to postpone the letting in order to give time for further consideration to this feature, please advise; otherwise, we will proceed and advertise the project as originally designed.

Very truly yours,

State Highway Engineer.

BAK:HI

R. E. Cook,
Mayor

W. W. Zimmerman,
Treasurer

CITY OF GOLD HILL

Councilmen
Tony Ross,
R. A. Robinson
J. M. Lively
Laura Pankey
Fred Hickman
P. H. Myers
• • •
Chief of Police
Floyd Lance
• • •
Cons. Engineer
C. W. Martin
• • •
Health Officer
Dr. W. P. Chisholm
• • •
Water Master
F. G. Lance
• • •
Committees
—
Finance
P. H. Myers
Tony Ross
Laura Pankey
• • •
Improvements
Tony Ross
R. A. Robinson
Fred Hickman
• • •
Water and Light
P. H. Myers
Tony Ross
Laura Pankey
• • •
Sanitary
J. M. Lively
R. A. Robinson
Fred Hickman
• • •
Nuisance
Laura Pankey
Fred Hickman
Tony Ross
• • •
Fire Exposure
R. A. Robinson
J. M. Lively
P. H. Myers

GOLD HILL, OREGON, August 4, 1926. 192

State Highway Commission,
Salem, Oregon.

Gentlemen:

Whereas the state highway commission of the State of Oregon has proposed to build or have built a bridge across Rogue River adjacent to the city of Gold Hill, And

WHEREAS there is a great amount of pedestrain travel across said stream, and WHEREAS said pedestrains are placing themselves in constant danger due to the vast amount of Auto-mobile traffic which will be on said bridge and WHEREAS, the construction of a suitable foot bridge in connection with said bridge will be the means of eliminating this danger, Therefore let it be Resolved, by the Mayor and city council of Gold Hill, Oregon that the Highway Commission be requested to make the necessary alterations in the plans of said bridge to provide for a suitable foot bridge in connection to highway bridge and be it further Resolved, that the City of Gold Hill, shall maintain and support aproper lighting system on said bridge providing same is constructed, and brackets for such lights installed by said Commission.

By order of Mayor and City Council of the City of Gold Hill.

By John Hammersly,
City Recorder.

OREGON STATE HIGHWAY COMMISSION

July 26, 1926.

Memorandum

Mr. C. B. McCullough:

With reference to the matter of lighting equipment on the proposed Rogue River bridge at Gold Hill, I will take this matter up with the Commission at their next meeting.

My thought is that if we include the conduits in the bridge structure, that would be about the extent of our obligation, and would suggest that the city be required to pay for the posts and the lighting fixtures. I am brought to that conclusion by the fact that the city is not participating otherwise in the cost of this structure, although it is adjacent to the city, and part of the structure, no doubt, lies within the city limits. Also, the lighting of a bridge of this type at the city limits, on account of its proximity to the railroad, will, no doubt, prove a valuable advertising feature.

RAK:HI

...BY, BAKER, CHAIRMAN
...AN DUZER, PORTLAND
W. H. M...LONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SEC...TARY

OREGON STATE HIGHWAY COMMISSION

SALEM July 23, 1926

IN YOUR REPLY PLEASE
REFER TO FILE No. .....

ATTENTION: .....

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

Dear Sir:-

Herewith communication from Mr. Walter Zimmerman, of the Fidelity State Bank of Gold Hill, together with copy of my reply.

I looked the situation over on the ground when we were making the bridge survey and it striks me that there is practically no probability of the town growing across the river. There would be some pedestrian traffic over this structure, but I don't believe as much as on Winchester or the arch at Mosier and a large number of other structures which have not been provided with sidewalks.

In reference to the system of lights, which Mr. Zimmerman requests, you will note that I have not answered his inquiry, thinking that this should perhaps be taken up with the Commission. The light posts will cost about $350.00 , the fixtures $250.00, and the conduit $100.00, making a total of $700.00.

I will hold up my reply to Mr. Zimmerman until hearing from you as to whether we should install this lighting system.

Very truly yours,

Bridge Engineer.

CBMcC:RP

Zimmerman, Cashier

FIDELITY STATE BANK

Gold Hill, Oregon.

July 20th, 1926

COPY

Mr. McCulloch,
State Bridge Engineer,
Salem, Oregon.

Dear Sir:-

I am writing you in regard to the Highway Bridge on the Pacific Highway over Rogue River at Gold Hill.

We are very much interested here as to whether your plans contain a sidewalk along the bridge or not, this bridge being in the location it is joining the town of Gold Hill will have quite a lot of people walking across it and with out the foot bridge it will be dangerous for pedestrians to cross. While your plans may have such a walk in them, we would like to be advised and if not how would be the best way to proceed to get it.

I have also spoken to several of our citizens who will, like myself, ask our city council to agree to maintain a system of lights (three on each side) or six in number on this bridge if you will install them and have connections made.

It would be a nice thing to have the bridge lighted and I feel that the city would be glad to furnish the juice for them were they installed.

Of course, if they are not in the plans some arrangement would have to be made to install them.

I feel sure that the two suggestions made above, if not incorporated in the plans, can be done before the contractor gets too far along and it will be in the interest of public safety which is the first concern of us all.

Thanking you for an early reply, I am

Yours truly,

Walter Zimmerman

CHAIRMAN
PORTLAND
CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

July 25, 1925

Mr. Walter Zimmerman,
c/o Fidelity State Bank,
Gold Hill, Oregon.

COPY

Dear Sir:-

Replying to your communication of July 20th in reference to the matter of provision for sidewalks on the bridge over Rogue River south of Gold Hill, kindly be advised that this matter was considered at the time the plans were drawn and it was felt that the expense could not be justified in view of traffic conditions. Plans were therefore drawn for a structure without sidewalks and it was on this basis that hearings were held before the Public Service Commission and costs adjudicated between the State and the railroad company.

While it is true that there is some pedestrian traffic crossing this bridge, the amount of traffic is comparatively small. If sidewalks were to be provided for all pedestrian traffic of this character it would necessitate the construction of sidewalks on practically all of the State Highway Bridges adjacent to cities and towns, which would involve the expenditure of more funds than are ordinarily available. Neither the Myrtle Creek nor Winchester structures have any provision for sidewalks. In fact, the majority of structures which are not within the corporate limits of cities or towns have been designed with provision for vehicular traffic only. In view of this fact, therefore, it would be rather inconsistent with the general established policy to provide anything more than the full twenty feet vehicular roadway.

We are replying to your inquiry in reference to the lighting system under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Bridge Engineer.

CHMcC:RP

FORM 2-A A1500 SM 6-26

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. M[illegible]ONE, CORVALLIS
} COMMISSIONERS

R 131

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM August 18, 1926

State Highway Engineer

IN YOUR REPLY PLEASE
REFER TO FILE No.

ATTENTION:

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

Dear Sir:-

From time to time some little difficulty has arisen with the District office United States Bureau of Public Roads, owing to their contention that bridge plans on Federal Aid Projects were not filed with their engineers in sufficient time to permit them to check over the same. In view of this fact and of the possibility of the same point being raised in connection with the Gold Hill Bridge, I wish to quote herewith our communication to them under date of July 1st, or nearly two months before the date of the letting, as follows:

"Under separate cover we have sent you two sets of prints of our design for the proposed crossing of the Rogue River at Gold Hill on the Pacific Highway. We propose to award a contract at our August meeting for the construction of this bridge as a Federal Aid Project.

We would be pleased to have you review the plans and send us your comments so that the revisions, if any, could be made in plenty of time so that the revised plans would be sent out to the contractors."

Under date of August 2nd, we again wrote the office of Public Roads as follows:

"Some weeks ago this department submitted to the Bureau a design for a reinforced arch structure across the Rogue River at Gold Hill. We are about to advertise this structure and would be very pleased to receive your comments at the earliest convenient date, to the end that the matter may be cleared up if possible before the date of the letting."

We received a communication from them under date of August 5th stating they were working on a review of these plans and would complete the check within a few days. At that time some little comment was made in reference to the layout. Among

other comments, it was noted that one sheet of the drawings was missing in the sets which we had originally sent them, from which one may easily draw the inference that between the dates of July first and August fifth the Bureau had not taken the trouble to look at the plans. Mr. Rosecrans informs me that he talked to the Bureau over the phone twice, asking when we might have comments, to be informed that they were working on the plans and would have them to us in a very few days.

We have held these plans as long as we possibly could, but the time has gotten so short that we were forced to send out our plans to the contractors, as they were.

This brings up a condition which has existed on practically every Federal Aid Project - to-wit; that after the contract is awarded the Bureau requires a sufficient number of minor and trivial changes to muss up the plans, as it were, and cause a certain amount of confusion. Many times the contractor tries to hang onto these changes as an excuse for either extra compensation or extension of time.

I am placing these facts before you, not that I think anything can be done about the situation, but simply to advise you of the condition as it exists, in case we are asked at the next Commission meeting to hold up our award, pending a final check of the plans. Of course, we may receive their comments between now and the date of the letting, but it is questionable whether we can go into the matter and check up on their various contentions and get all of the differences settled.

Very truly yours,

Bridge Engineer.

CBMcC:RP

89 131

August 16, 1926.

County Court of Jackson County,
Jacksonville, Oregon.

Gentlemen:

We have had letters from people of Gold Hill urging that the bridge at Gold Hill be re-designed to include a sidewalk for pedestrian traffic. Some inquiry regarding the matter has also been made from other sources and no doubt you have been asked similar questions as a cooperator on this project.

You will recall that no requests for a sidewalk were made at the hearing before the Public Service Commission and at that time the estimated cost of the structure was placed at $67,500 and the railroad contribution made a definite lump sum by the Public Service Commission, based on that estimate, hence if any sidewalk was added the cost would of necessity fall upon the state and the county.

Our figures for the addition of one 5 foot sidewalk are $4,500 and for two 5 foot sidewalks $7,400. Since the roadway is 30 feet from curb to curb as compared with the 18 foot width on the present bridge, it does not seem advisable to go to the added expense for this added facility as our reports are that the pedestrian traffic at this point is rather limited. No offer of cooperation to meet the additional expense of a sidewalk has been received from the city of Gold Hill. Further, if the sidewalk is built, to be consistent it should be extended over the approach fills on each side.

As you probably have been previously advised, the Highway Commission will open bids on this structure on the 26th of this month and the plans and specifications have been sent out on the basis of the roadway without the sidewalk. If it is thought advisable to include the sidewalk this matter should be presented to the Highway Commission at their next meeting before the bids are opened so that the bids may be returned, the structure re-designed and the project readvertised.

We have also had a communication from one of the officials of the city of Gold Hill requesting that lighting equipment and fixtures be installed to which we have replied that as a part of the bridge structure we would include the laying of the conduits in the concrete if

the city would signify its intention to light the bridge, but the posts, brackets and other fixtures and the maintenance of the lights would be a matter which must be handled by the city.

Very truly yours,

State Highway Engineer.

MLM:EM

cc. W. E. Chandler, Division Engineer, Grants Pass, Oregon

August 16, 1926.

Mr. Robt. H. Boyl,
Secretary,
Medford Chamber of Commerce,
Medford, Oregon.

Dear Sir:

In reply to your letter of August 13th relative to the proposed construction of the sidewalk on the new bridge over Rogue River south of Gold Hill, I am pleased to have an opportunity to give you the facts on this matter.

The present bridge has a 16 foot roadway while the new bridge will have a clear width from curb to curb of 30 feet. Our present plans did not provide for a sidewalk nor was the matter of a sidewalk mentioned when the hearings were held before the Public Service Commission and the allotments of cost made. On the basis of the preliminary design the estimated cost was $67,500 of which the sum of $10,500, lump, was allotted to the railroad company as their share. The matter having been finally adjudicated I do not see how we could go back to the Public Service Commission and ask them to increase the railroad's share, hence any additional cost would, of necessity, have to be borne by the state or by the state and county.

The estimated cost of the addition of one 5 foot sidewalk is $3,800 and the two three foot sidewalks would cost $7,400. In view of the small amount of pedestrian travel which uses the present bridge it would not seem that the additional cost was warranted. No offer of cooperation on this structure for this additional facility has been made by the city of Gold Hill. If the matter is considered of sufficient importance it would be advisable to bring the matter up before the Commission at their next meeting which will be held in Portland on August 26th.

In the meantime we are advertising for bids on this structure to be received on August 26th and if at that time it is thought desirable to include a sidewalk it will, of course, be necessary to throw out the bids, re-design the structure and readvertise.

Very truly yours,

State Highway Engineer.

RAK:LM
cc. W. E. Chandler, Division Engineer, Grants Pass, Oregon.

...R. W. CLANCY
M. D. COLE
FORT HUBBARD
C. C LEMMON
EARL C. GADDIS
A. L HILL
EMIL MOHR

F. E. WAHL, TREASURER

ROBERT H BOYL, EXECUTIVE SECRETARY

"YOU'LL LIKE TO LIVE HERE"

Chamber of Commerce

Medford, Southern Oregon

ONLY AIR MAIL LANDING FIELD IN OREGON

On the Paved Pacific Highway

On Main Line Southern Pacific Railroad

DIRECTORS

J. D. RUSSELL
PAUL A. SCHERER
J. W. WAKEFIELD
ED M. WHITE
H. L. WALTHER
LOUIS ULRICH
VERNON H. VAWTER

August 13, 1926.

MEDFORD

Elevation 1377
Average Annual Precipitation, 17:06"
Popu ation, estimated, 10,000
Municipal Water System
New $185,000 High School
Seven Schools
Fourteen Churches
Commercial Center Southern Oregon
Four Banks, Resources $5,379,043
Wholesale Houses
Saw Mills
Box Factories
Flour, Feed Mills
Canneries and Creameries
Cabinet Factories
Iron and Metal Works
Brick and Tile Manufacturers
400 Hotel Rooms
Recreational Center
Gateway to Crater Lake National Park
Tributary to Seven Popular Lakes
Excel ent Fishing, Boating, Swimming
Hunting, Golfing and All Out Door Sports
Four Hours to Pacific Ocean

JACKSON COUNTY

Population 26,000
Land Area, 1,158,000 Acres
Tilled Acres, 109,692
20,000,000,000 Feet Commercial Timber
Marble Works
A l Leading Minerals
32,000 Acres Irrigated Lands
12,000 Acres Orchards, Principally Pears
$100,000.00 County Fair Grounds
Dairying, Poultry, Truck Gardening
General Farming, Livestock
No Tornadoes, Cyclones, Blizzards or Floods
WE HAVE NO UNDESIRABLE POPULATION

OPPORTUNITIES

Woodworking Plants
Additional Dairies and Farms
Pou try Raising
Fruit Growing
Mining
Manufacturing

Mr. Roy Klein, State Highway Engineer
and Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Klein:

The good people of Gold Hill have invited our attention to the importance of special accomodations for pedestrians in the way of a sidewalk on the proposed new bridge over Rogue River just south of Gold Hill, be provided. They have asked us to intercede for them in seeing that this matter is properly presented to your honorable body.

We feel quite reluctant toward even mentioning this matter to your most competent commission for the reason that we know your broad knowledge with regard these matters as well as the importance of safe-guards in your program of construction of today, you most certainly have taken care of this matter.

However, to assist in setting these people's minds at rest, will you please advise me relative same?

Very truly yours,

Robert H. Boyl, Secretary

MEDFORD CHAMBER OF COMMERCE

RHB:LS

July 24, 1926.

Memorandum

Mr. C. B. McCullough:

With reference to the matter of lighting equipment on the proposed Rogue River bridge at Gold Hill, I will take this matter up with the Commission at their next meeting.

My thought is that if we include the conduits in the bridge structure, that would be about the extent of our obligation, and would suggest that the city be required to pay for the posts and the lighting fixtures. I am brought to that conclusion by the fact that the city is not participating otherwise in the cost of this structure, although it is adjacent to the city, and part of the structure, no doubt, lies within the city limits. Also, the lighting of a bridge of this type at the city limits, on account of its proximity to the railroad, will, no doubt, prove a valuable advertising feature.

RAK:HI

July 26, 1926.

PR 151

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four copies of project statement covering the construction of the Rogue River Bridge on the Pacific Highway at Gold Hill. Number 151 has been assigned to this project.

It is probable that bids for the construction of the structure will be received by the Commission during the latter part of August.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. E. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

Encl.

STATE OREGON

PROJECT NO. 151
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) July 19, 1926

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Rogue River bridge on the Pacific Highway at Gold Hill

2. Between control points of official description: Medford and Grants Pass

3. Between intermediate control points if used: at Gold Hill and

County of Jackson

4. Length in miles (gross) 0.085 (net) 0.085

5. Preliminary estimate of cost: Total, $75,000.00; section of road to be first improved, $75,000.00, of which $75,000.00 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: (Amount.) Sufficient to insure completion. Sale of bonds or current income. (Source; refer to statute.)

(*b*) County (Amount.) (Source; refer to statute.)

8—8073

PROJECT NO.

7. Funds for maintenance to be provided by State (State or (and) county.), from the following sources: Resolution of August 17, 1927, Chapter 287 Laws of 1917 (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon, Capitol Building, Salem, Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State Laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

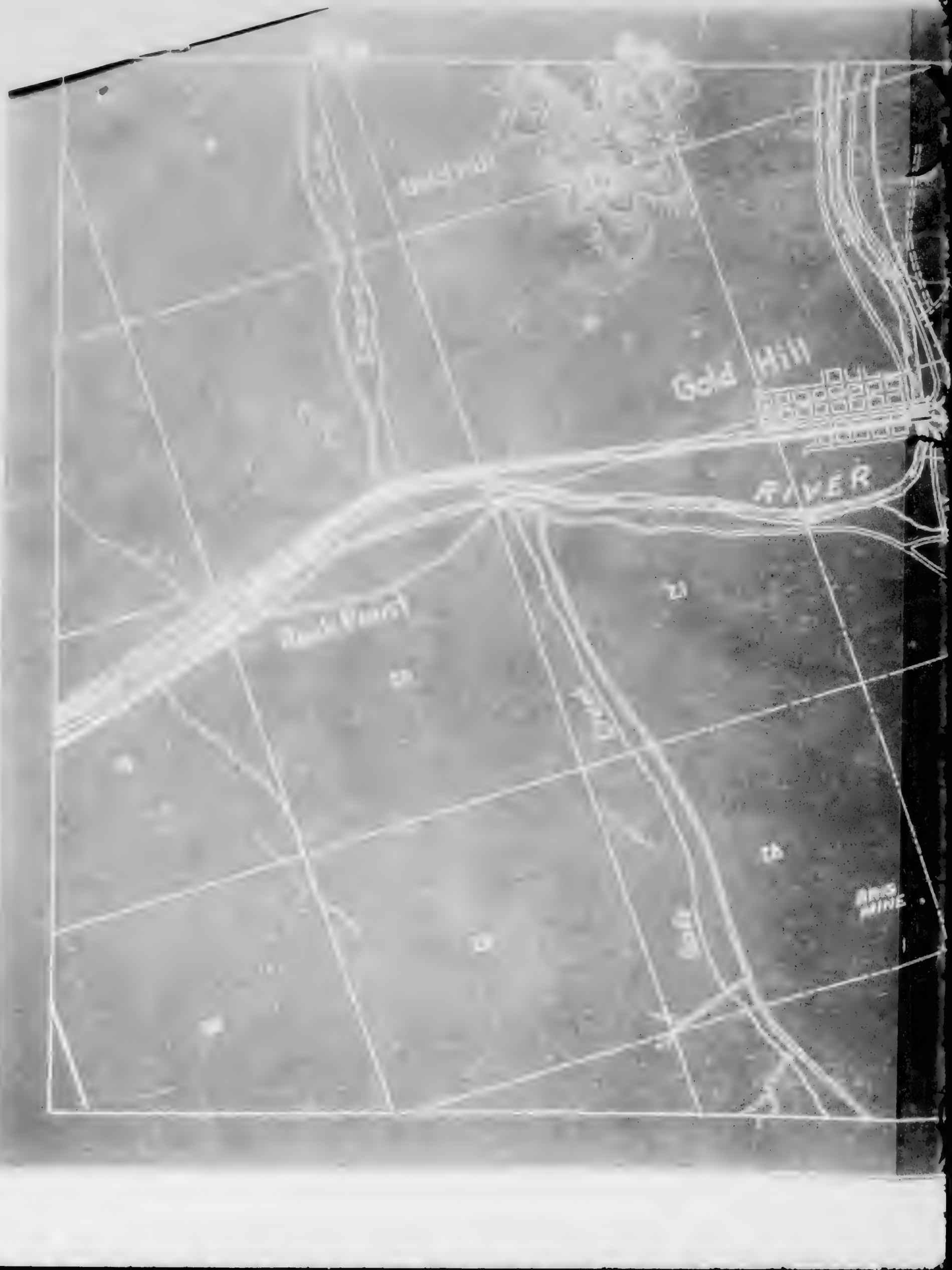
By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

GOVERNMENT PRINTING OFFICE 8—5072


Gold Hill
RIVER
ARGENTINE

ROGUE RIVER BRIDGE
GOLD HILL
Project Replacement No. 13A

June 10, 1926.

NOTED

County Court of Jackson County,
Jacksonville, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of May 26, referring to the proposed bridge across the Rogue River at Gold Hill on the Pacific Highway route in your county.

I presume that you have a copy of the recent Public Service Commission order which sets out the division of costs between the county, state and railroad.

At the next meeting of the Commission, which will be held on June 24, I will be glad to take up this matter with the members of the Commission, advising them of the county's readiness to cooperate. As soon as a decision is reached, I will be very glad to notify you.

Very truly yours,

State Highway Engineer.

RAK:HI

JACKSON COUNTY COURT

W. J. HARTZELL, JUDGE

JACKSONVILLE, OREGON,

May 26, 1926

State Highway Commission

Salem, Oregon

Dear Sirs:

Will you kindly advise us what the status is of the Gold Hill Bridge matter? The County has its fund ready to take care of Jackson County's share of the cost.

If you can tell us what has been done and how soon a decision will be reached, it will be appreciated.

Respectfully,

W. J. Hartzell
County Judge.

Victor Bursell
Commissioner.

Geo Culford
Commissioner.

May 15, 1926.

Hon. W. J. Hartzell,
County Judge,
Jacksonville, Oregon.

My dear Judge:

In reply to your inquiry of May 12th regarding the construction of the bridge across Rogue River at Gold Hill, would say that we are unprepared to answer you question at the present time due to the fact that the Public Service Commission have not handed down the decision in the matter of the adjudication of the costs of the new structure. It is suggested that the County Court inquire of the Public Service Commission as to when a decision may be expected. After the costs have thus been determined, the Highway Commission will be in a position to decide upon their program.

Very truly yours,

State Highway Engineer.

RAK:HI

JACKSON COUNTY COURT

W. J. HARTZELL, JUDGE

RECEIVED
MAY 1 1926
OREGON
STATE HIGHWAY COMMISSION

JACKSONVILLE, OREGON,

May 12, 1926

State Highway Commission

Salem, Oregon

Dear Sirs:

In a conversation here with this Court, Mr. Paxton made the statement that if Jackson County would redeck and care for the Gold Hill Bridge properly at that time, that the State would provide a new bridge before it became necessary to redeck or reconstruct it.

We think now that the time is about here when it will be necessary to redeck that bridge, and we are asking how soon the State proposes to build a new structure.

This Court has no levy for the up keep of that bridge and we now feel that it is the duty of the State Highway Commission to maintain it. Further, this County has made two levies for constructing a new bridge and we are ready to provide our proportion of the funds.

Respectfully,

W. J. Hartzell
County Judge.

Victor Bursell
Commissioner.

Geo. Alford
Commissioner.

CONTRACT#921,

SEE:

CONTRACT

921 SEE: Contract 780

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract number

Index:

INDEXING: Begins with: Contract #807, SEE: Contract #767 Ends with: Contract #921, SEE: CONTRACT #780

FLASH CARDS: Begins every Contract

Remarks:

Reel No. 6 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film MD 5 16mm

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 5 day of March, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott K. Rhoden

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Signature Scott K. Rhoden